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**UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA**

**MACK WELLS AND  
MAURICE SYMONETTE**  
Plaintiffs

**CASE NO:**

**Vs.**

U.S. BANK, NATIONAL ASSOCIATION, AS  
TRUSTEE FOR RASC 2005 AHL3, MERS,  
RESIDENTIAL FUNDING, JUDGE VALERIE MANNO  
SHURR, JUDGE JOHN SCHLESINGER  
JUDGE DE LA O, JUDGE VERONICA DIAZ  
JUDGE SAMANTHA COHEIN, VIVIANNE DEL  
RIO, JUDGE SAMANTHA COHEN

APPELLATE JUDGE BROWNWYN C. MILLER  
APPELLATE JUDGE KEVIN MICHAEL EMAS  
APPELLATE JUDGE EDWIN SCALES, FEDERAL  
(‘S) EXCEPT FLORIDA POWER AND LIGHT  
DADE COUNTY CLERK OF THE COURTS  
, HARVEY RUVIN OF DEPARTMENT OF  
RECORDS AND DOCKET, COMMISSIONER  
RENE GARCIA, JUDGE CARLOS LOPEZ  
ADMIN. JUDGE JENNIFER BAILEY

Defendants,

**CAUSES OF ACTION:**

**1. CIVIL VIOLATION OF CONSTRUCTIVE  
FRAUD CONSPIRACY IN VIOLATION OF  
FEDERAL 923.18 U.S.C. SS 371 AND .18 U.S.C  
1314 AND 18U.S.C. 1961 (B) SECTION 201  
BRIBING**

**2 . JUDGES AND OFFICIALS’S CONFLICTS OF  
INTEREST IN VIOLATION OF FEDERAL RULE  
OF CIVIL PROC RULE 60, FLORIDA RULE 2.160  
(A) (D) (H)(1)(4), FL. CODE JUD. CONDUCT  
CANON 3E (1) FL STAT. 112.312 (8). IN  
VIOLATION OF FEDERAL CONSTRUCTIVE  
FRAUD CODE U18 U.S. CODE SS 1961 (A)**

**3. TURNING OFF ELECTRICAL POWER TO  
DISABLED PERSON IN NEED OF OXYGEN  
IN VIOLATION OF FL. STAT. 366 .15(1)(2).**

**4.FEDERAL QUITE TITLE AGAINST FANNIE  
MAE FEDERAL 28 U.S. CODE SS 2409a AND  
FL. STAT. 65.021.**

**5.QUITE TITLE 2005 FLORIDA CODE CIVIL  
PRACTICE AND PRECEDURE QUIETING  
TITLE CHAPTER 65 409 2410 (A) (2), IRS 34.1  
1.8.1(08-11-2004) AND 34.1.5 (08-11-2004) AND  
FL. FTAT. 95.11 NEWLY DISCOVERED  
EVIDENCE. AND FRAUD FEDERAL RULE  
60 (B)(2)(4) AD FLA. R. OF CIV. PROC. 1540.  
STANDING CAN BE QUESTIONED AT ANY  
TIME.**

**6. KEEPING NOTE ACTIVE FOR FAKE FORECLOSURE AFTER NOTE IS SOLD ON THE MARKET AND DESTROYED! AS GOVERNED BY THE SEC AND US DEPT. OF THE TREASURY IN VIOLATION OF GAAP FASB FAS 140 AND FEDERAL 2 CFR SECTION 200.49.**

**7.DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE, AND US BANKS, THE OTHER ENTITIES IN VIOLATION OF FEDERAL CODE 18 U.S.C 1964, 18 USC 1961(B) SECTION 201, AS TO BRIBING JUDGES.**

**8. VIOLATION OF RESPA 12 U.S.C 26505 (E) (1) (B) QUALIFIED WRITTEN REQUEST (QWR) TILA LAWS IN VIOLATION OF THE ILLEGAL CONSUME COLLECTION IN VIOLATION OF FDCPA, 15 U.S.C SS 1692a(3), 15 U.S.C. SS1692a (5) AND FLA. STAT. SS559.55 BY NOT HONORING THE (QWR) REQUEST**

**9. BANKRUPTCY VIOLATION WHAT THE CLERKS DID: INTERFERING WITH FILING BANKRUPTCY**

**10. DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE US BANKS AND ALL OF THE OTHER ENTITIES DID BRIBE IN VIOLATION FEDERAL CODE 932.18 U.S.C. SS 371 FRAUD CONSPIRACY AND 18 U.S.C 1964, 18 U.S.C. 1961 (B) SECTION 201, AS TO BRIBING JUDGES**

**11. WRONGFUL FORECLOSURE DUE TO UNSIGNED MORTGAGE NOTE IN VIN VIOLATION OF FL. STAT. 695.**

**12. VIOLATION OF THE 14<sup>TH</sup> AMENDMENT AND THE CIVIL RIGHTS ACT OF 1964 THAT PROHIBITS DISCRIMINATION AND DEPREVIATION OF RIGHTS UNDER COLOR OF LAW! TITLE 18 U.S.C.**

**13. VIOLATION OF THE 1958 FORIGNS AGENTS REGISTRATION ACT F.A.R.A FEDERAL RESERVE FOREIGN BANKING LAWS**

**14<sup>TH</sup> TURNING OFF ELECTRICAL POWER TO A DISABLED PERSON IN NEED OF OXYGEN IN VIOLATION OF FL. STAT. 366.15 (1) (2) APRIL 22<sup>ND</sup> 2023 FLORIDA POWER AND LIGHT**

**15. THE CONSPIRING LAWYERS: NEVER BROUGHT IN NOTE, ALLONGE, MORTGAGE OR ASSIGNMENT BECAUSE THEY DON'T HAVE IT, IN VIOLATION OF FL. STAT. 702.015**

## **COMPLAINT**

**QUIET TITLE AND FANNIE MAE QUITE TITLE CONSTRUCTIVE  
FRAUD WITH NO NEED TO PROVE INTENT (AXIOMATIC) AND  
VIOLATIONS OF FEDERAL AND STATE LAWS AND RULES TO TAKE  
PROPERTY BECAUSE THE BANKS PAID OFFICIALS FOR IT AND  
COMPLAINT FOR FL. RULE 9.130 TO ADD CLAIM FOR PUNITIVE  
DAMAGES**

## **PARTIES AND JURISDICTION**

Plaintiff Mack Wells whose Address is 300 NE 29street Pompano Beach Fl. 33064  
Maurice Symonette whose address is 300 NE 29street Pompano Beach Fl. 33064 is  
now and at all times relevant to this action and a resident of Broward County y and  
a holder of title to this said property. Whose address is 15020 S. River Dr. Miami  
Fl. 33167 is now, at and at all times relevant to this action, a resident of the County  
of BOWARD and DADE, State of Florida. And a holder of the Title to this  
purportedly said property.

The U.S. TREASURY/IRS whose address is 1500 Pennsylvania Ave., N.W.  
Washington, D.C. 20220. The UNITED STATES Treasury may have interest in this  
because the note was sold in RIMIC which by law had to destroy the Note to turn it  
into a Bond or a stock because the Note cannot exist at the same time as the Bond,  
because that would be called double-dipping and because the Note was destroyed

The U.S. Internal Revenue (U.S. Treasury) gave a Tax Wright off from the U.S. Treasury as a loss which gives The U.S. Treasury interest in the property if found to be Fraudulent, so therefore the title must be Quieted concerning The U.S. Treasury. Quite Title is the reason that I am suing the SEC who in REMIC Facilitated the sale of the BOND on the Market which made it possible for the US dept. of Treasury/IRS in this Complaint. SECURITY AND EXCHANGE COMMISSION whose address is 801 Brickell AVE. #1800 Miami Fl. 33131.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RSC 2005 AAHL3 whose address is in China under the CIC (FARA) whose Address is 800 Nicollet Mall in Minneapolis, Minnesota, doing business in the County of DADE, State of FLORIDA and is the purported TRUSTEE for Securitized Trust and/or a purported participant in the imperfect securitization of Note and or the Deed of Trust as more particularly described in this Complaint 5.

HARVEY RUVIN Dade County Clerk of Courts Located at 73 W. Flagler Street Miami, Florida 33130. Dade County Records Department Located at Courthouse East 22 NW 1<sup>st</sup> Street, 2<sup>nd</sup> Floor.

Defendant, Axiom Financial SERVICES, doing business in the County of Dade, State of FLORIDA Plaintiff is further informed and believes, and thereon alleges, that Axiom Financial SERVICES is the Originator of the loan Filing # 142386698  
E-Filed 01/21/2022 09:30:09 AM

Defendant, RESIDENTIAL FUNDING CO. LLC, (herein after known as RFC. LLC”), Plaintiff is informed and believe, and thereon allege that, Defendant is doing business in the County of DADE, State of FLORIDA and is the purported Master Servicer for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more particularly described in this Complaint.

Defendant, AXIOM BANK. Plaintiff is informed and believe, and thereon allege that, Defendant is a Corporation, doing business in the County of DADE, State of FLORIDA and is the purported Sponsor for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more Particularly described in this Complaint.

6. Mortgage Electronic Registration Systems, INC., aka MERS (“MERS”), Plaintiff is informed and believe, and thereon allege, that MERS is a corporation duly organized and existing under the laws of DADE, whose last known address is 1818 Library street, suite 300m, Reston, Virginia 20190; website: <http://www.mersinc.org>. MERS is doing business in the County of DADE, State of Florida Plaintiff is further informed and believe, and there on allege, that Defendant MERS is the purported Beneficiary under the Deed or Trust and/or is a purported participant in the

imperfect securitization of the Note and/or the Deed of Trust, as more particularly described in this Quiet Title Complaint. Commissioner.

Rene Garcia Plaintiff is informed and believe, and thereon allege, that Commissioner Rene Garcia is a Commissioner doing business at 10260 SW 56<sup>th</sup> St. Miami, Fl. 33165. Appellate Judges Brownwyn C. Miller, Judge Kevin Michael Emas, Judge Edwin Scales. Bailey Plaintiff is informed and believe, and thereon allege, that all these Judges are doing business at the Third District Court of Appeal 2001 SW 117<sup>th</sup> Ave Miami, Fl. 33175

Circuit Court Judges, Judge Valerie Manno Shurr, Judge John Schlesinger, Judge Miguel De La , Judge Veronica Diaz, Judge Samantha Cohen, Judge Vivianne Del Rio, Judge Carlos Lopez, Administrative Judge Jennifer Bailey Plaintiff is informed and believe, and thereon allege, that all these Judges are doing business at 73 West Flagler St. Court House Miami, Fl. 33130

### **CLAIM FOR RELIEF**

CLAIM FOR RELIEF for this Complaint brings this action against, US BANK NA

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(GMAC), for trying to sell Plaintiffs property At a Foreclosure sale to and seeking to evict us at a hearing Oct. 14 2015 until now to Deprive Plaintiff of his Residence without any lawful claim to the Property and for using RACISM and DISCRIMINATION . Plaintiff lives in the State of Florida and the Defendants/Respondents are citizens of Minnesota Minneapolis, 800 Nicollet Mall 55402 - and Florida. So therefore we have a diversity of Jurisdictions which is Federal. Petitioners seek to bring Federal charges of Discrimination, Bankruptcy Violations, judges and public officials Conflict of Interest as to Judges being paid off by the Bank that's against us we have newly found evidence of Fraud in the Case with other Federal charges listed in up above Title to Quiet Title as to this Federal Fannie Mae Loan and to Quiet Title to Petitioners Property. And the amount in controversy exceeds \$75,000.00, with FARA Violations. So therefore Federal Courts have Subject matters Jurisdiction over this Case to be Removed to this Federal Court. by US Bank lying to the Police saying we are not allowed in the house and evicted us out of the house without a Court Order, before it was foreclosed on and while we were in Bankruptcy because we are BLACK, and Foreclosing without and Interest in the Note with Fake documents doing Fraud on us the Bank and Federal Government (SEC).

### **INTRODUCTION JURISDICTION AND VENUE**

The transactions and events which the subject matter of this Complaint all occurred



within the County of DADE, State of Florida. In the United States. The property is located within the United States of America County of Dade, State of Florida with the address 15020 South River Drive Miami Florida 33167 Plaintiff lives in the State of Florida and the Defendants/Respondents are citizens of Minnesota Minneapolis, 800 Nicollet Mall 55402 - and Florida. So therefore we have a diversity of Jurisdictions which is Federal. Petitioners seek to bring Federal charges of Discrimination, Bankruptcy Violations, judges and public officials Conflict of Interest as to Judges being paid off by the Bank that's against us we have newly found evidence of Fraud in the Case with other Federal charges listed in up above Title to Quite Title as to this Federal Fannie Mae Loan and to Quiet Title to Petitioners Property. And the amount in controversy exceeds \$75,000.00. So therefore Federal Courts have Subject matters Jurisdiction over this Case to be Removed to this Federal Court.

### **JURY TRIAL DEMAND**

PLAINTIFF Requests a jury trial on all issues.

### **BACKGROUND FACTS**

Overall US BANK, all put in documents with incorrect Verifications such as the Assignments that don't have witnesses, no Notary Stamp, no Commission number, no Printed names under the Signature, the wrong Bank on Documents, no Notary,

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no Seal, no Preparer and they filed the Complaints before the Foreclosure Complaint date was filed in Violation of Mclean V. JP Morgan which says you can't file a Complaint before you own the Mortgage and Note which can't be fixed in ab initio (means you can't start over from the beginning and is void) and they have Mortgages that don't have the same things no stamp, no seal, no Commission number and Allonge signed by a person with the wrong qualifications like an Assistant Secretary this is illegal according to Fl. Stat. 692.01 which says only a President, Vice President, or Executive Officer can sign an Allonge and Fl. Stat. 692.101 (3) (4) says that a Secretary can't sign an Allonge or Assignment all of these Illegal Filings are fraudulent, and foreclosing on the Note without the Ownership of Note on record at all such which US Bank did in Violation of fl.

Statutes. While the Clerks help hide the documents by Destroying Dockets and allowing unsigned fraudulent and blacked out Signatures onto documents onto the Record. And after these Motions for Recusal from these Money Conflicted of Interest Judges of those who have Recused themselves which Voids and Reverts back to the Original Order of Dismissal with Prejudice Fl. Rule 2.160 (H) (I) (J) and the Judges who didn't answer the Motion to Recuse by 30 days are considered Recused and all their Motions Void and Reverted back to the Original according to Fl. Rule 2.160 (H) (I) (J) but these Constructive Conspiring Judges All of these actions makes this fraudulent Case void giving the fraudulent Banks no standing. But with the help of the Constructive Conspiring paid off Appellate Judges, Circuit Court Judges, Bankruptcy Judges, Clerks of the Courts, Police, Without going to

Court get an Order, without a Break Order or a Warrant and with Conflict of Interest Commissioners and Code Enforcement Officers Evicted us and took our house illegally these Defendants all side with the Banks because they're paid off by the Banks so that no matter how crooked or Illegal they are found to be they hold themselves not guilty, Zech. 11:5. And Just take your Property because the banks are paying them off which is very horrible Conflicts of Interest. Like the 131 Federal Judges who just got found with Conflict of Interest which effected 685 Cases and were punished these judges are being Punished time and the most money they made is one hundred thousand dollars and yet these Circuit Judges like Judge Schlesinger made twenty eight Million dollars from US Bank two years in a row and Judge Valerie Manno Schurr made Eleven Million dollars while ruling in favor of US Bank Judge's Allen Fine, Monica Gordo, John Schlesinger, Vivianne Del Rio and Samantha Cohen and De La O didn't answer our Motion to Recuse themselves within 30 days after it was filed making their Orders Void and all the other Judges Orders after theirs Void Fl. Rule 2.160 (H) (J). And Judge Veronica Diaz had a very horrible money Conflict, of Interest and she refused to Recuse herself in Violation of Fl. Code of Judicial Conduct, Canon 3E(1) and Fl. Stat. 112,312 (8) Lawyers have been taking turns stealing peoples properties which is Constructive Conspiracy and are creating fraudulent documents these Banks thereof based on one or more of the grounds mentioned in subsection or if a default is entered against defendants (in which case no evidence need be taken), the court shall enter

judgment removing the alleged cloud from the title to the land and forever quieting the title in Plaintiffs and those claiming under him or her since the commencement of these actions and adjudging plaintiff to have a good fee simple title to said land or the interest thereby cleared of cloud

### FACTUAL ALLEGATIONS

on or about JUNE 30, 2005 concerning US Bank National, (hereinafter referred to as "ClosingDates") Plaintiff entered a credit transaction with by obtaining a \$448,000.00 Mortgage loan secured by Plaintiffs principal residence, (Subject Property). This Note was secured by a First Trust Deed on the Property in favor of Axiom Financial SERVICES. In which we were making the all the payments on time then one day while checking on another house in a downtown Courthouse inadvertently we find out that our home at 15020 S. River Dr. is in Foreclosure even though we were making the payments so on June 6<sup>th</sup> 2007 we did a written request formal protest and dispute of that debt Mysterious threat from an unknown Bank that was Foreclosing on our Property in whom we did not sign our Mortgage or Note with we were never served and was trying to get a hearing with no response until we suddenly find out that they were getting ready to sell our property without even allowing us to respond or defend ourselves therefore 9/12/2007 we did an Emergency Motion to cancel the sale so that the Judge can see that we were making

the payments and for that Bank (US BANK NA) who is unknown to us weren't able to show us that they owned the Note and we pointed out to the Judge in front of about 50 witnesses Tea Partiers and Republicans that US BANK NA never brought in the Note, Mortgage, and Assignment and no letter of indebtedment and no proof that we were not making the payments and we pointed out to the Judge that they only have a Lis Pendens on record with no Complaint to be seen and no Mortgage or Note Attached to a Complaint as Required by Fl. Stat. 702.015,(4) and Fl. Rule Civ. P.130 a. when Judge ZABEL realized that there was no Mortgage and no Note put in and that she did a Final Judgement with no ORIGINAL NOTE or MORTGAGE DOCS at all which is a Perjury Felony and in Violation of Florida Stat. 702.015 (4)(5)(C). So the JUDGE PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and Zabel Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the SALE anyway against Judge ZABEL's Order so we had to rush back to the Court to get an Emergency Hearing to tell Judge ZABEL that the LAWYERS and the Clerk did a SALE anyway against her Order and the Judge was very upset and Ordered the Attorneys For US BANK NA to do a Motion to Cancel the Sale and then the Judge signed an order to Cancel the Sale from their Motion to Cancel the Sale. And then Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL Was now in position to get in trouble for

doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is required by Florida Statute, Florida Stat. 702.015 (4), in other words these Clowns were just Illegally going to take our Property but got Caught! 131 Federal Judges have already been caught and went to jail for Conflict of Interest, they failed to Recuse themselves from 685 lawsuits from 2010 to 2018 involving firms in which themselves or relatives held shares, these Evil Judges are going down! This Judge ZABEL Ordered the Atty's to go get the Docs that they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not so therefore we put in a Motion to Dismiss with Prejudice we went back and Forth with the Judges and the Banks Attorneys but they would not follow the Judge Sarah I. Zabel's Order to bring in the Note and Order and therefore Judge ZABEL Dismissed the Case with Prejudice, the tenth line of the 2007 Case Called Case Number 2007-12407-CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007 of that same Docket!! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US

BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US  
JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE  
BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE  
FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN  
THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT  
TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE  
HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME  
BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US!  
WHY DID GMAC (US BANK) PAY JUDGE VALERIE MANNO SCHURR TO  
TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH  
PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE  
NUMBER 2007-12407-CA01 LINE 10, Exh.1 pg.2. AND FORD MOTOR CO. V.  
CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER  
SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE  
DISMISSAL WITH LIKE JUDGE ZABEL'S ORDER WAS FILED 04/07/2009,  
AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN  
ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10 AND 11, NOT  
REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET  
NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND  
ACCORDING TO THE ADMINISTRATIVE JUDGE, JUDGE BAILEY SAID  
THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE

THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULD IN AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the mortgage Payment Coupon at the bottom of the Transfer Letter, Exh 2. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6<sup>th</sup>, 2010 to change the Dismissed with Prejudice 3 months later in June 27<sup>th</sup>, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this



must be done before the sale of the House according to Fl. Statue 107.07, ( during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. (3), it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank. All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-

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CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 - 2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us. The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, which is US BANCORP/US BANK. And All this is CITY NATIONAL BANK, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that

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served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

**1<sup>ST</sup> CAUSE OF ACTION CIVIL VIOLATION OF  
CONSTRUCTIVE FRAUD CONSPIRACY IN VIOLATION  
OF FEDERAL 923. 18 U.S.C. SS 371 AND . 18 U.S.C. SS  
1341 AND 18 U.S.C. 1964, 18 U.S.C. 1961 (B) SECTION 201, AS  
TO BRIBING JUDGES.**

HERE'S HOW THESE JUDGES PLAYED TAG TEAM AND AXIOMATIC  
CONSTRUCTIVE FRAUD TO CONSPIRE WITH EACH OTHER TO TAKE OUR

HOMES BECAUSE US BANK BRIBED THEM TO RULE AGAINST ALL FLORIDA STATUES-RULES AND FOR CRAZY OBVIOUS CONFLICTS OF INTEREST because something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE (*I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from*). This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE

VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!! Had six Judges on this Case Judge VALERIE MANNO SCHURR who dismissed the Case without Prejudice Illegally. Then Judge SCHLESINGER who gave them the right to foreclose even though they didn't have the standing but then told us that we can come back in 10 days to prove it. Then in 10 days we came back in time to give the answer to the Judge giving them the right to Foreclose but Judge SCHLESINGER was no longer the Judge on our Case, it was now Judge De La O who also had the same Conflict of Interest and then Judge De La O said he couldn't change the Judge's Order even though he saw that we had ten days to respond and then he gave us a rehearing and then we came back to ask in front of Judge DE LA O but he was no longer the Judge it was now Judge Veronica Diaz and she said that she could not change Judge De La o's Order. And she gave a date for the foreclosure Sale and she had the same Conflict of Interest then we had the Pandemic which stopped everything now all of these Judges had the same Conflict of Interest and they were running away from me by passing the Case to another Judge so that we could never catch up with Judge SCHLESINGER's 10 day Ruling and his Fraudulent Case where he gave them the right to Foreclose but us the right to respond an we never got to respond because the Judges kept passing the Case from one Judge to the next and would've been Foreclosed on but the Pandemic stopped all Foreclosures and then I filed a Quiet Title which was ten years after VALERIE MANNO SCHURR had filed a

Fraudulent Dismissal without Prejudice to give those Judges the right to keep them passing the Case to each other until they were getting ready to Foreclose on us and then I showed here that she didn't have the right to do that because she received \$995,000.00 to change the Judge's Order and then she Recused herself after I showed her that she Recused herself of my 2021 Case. In the meantime the Fake 2010 Case was still going on and in the 2010 Case after the Pandemic was over another Judge named Samantha Cohen was asked to Recuse herself because she had the same Conflicts of Interest but she ruled in Favor of the Bank then when we were going back to Court to tell her to Dismiss the whole Case because VALERIE MANNO SCHURR Recused herself and we wanted to stop the Foreclosure sale then they changed it to another Judge Vivianne Del Rio who had the exact same Conflict of Interest and would not listen to us in Court and she gave them a Foreclosure Sale even though in Court with Judge Rodriguez whose studying the Case to see that VALERIE MANNO SCHURR wasn't even supposed to be our Judge and got \$995,000.000 to change the Dismissal with Prejudice to Dismissal without Prejudice so their trying to Foreclose and sell the house and Evict us before we can show why Judge VALERIE MANNO SCHURR Recused herself. All six of these Judges all have the same Conflicts of Interest and being paid by the Banks to play on their team! Check out these JUDGES WHO WROTE AN OATH AFFIDAVIT TO THE STATE CAPITAL AND ACTUALLY SHOW THAT THESE BANKS PAY THEM WOW!!! In a hearing with Judge Rodriguez U.S. Bank attempted to Dismiss my Quiet Title Case by saying we've been taking a long

ime and trying to slow down the Case but if you check the 2007 Docket Exh.(4) You'll see that it was U.S. Bank that refused to bring in a Ordered Document by Judge Zabel to show that they own the Note, the Mortgage, the Allonge and the Assignment and U.S. Bank never would bring it in after a year of waiting we asked for a Dismissal with Prejudice in 2008 and in 2009 the Judge finally signs a Dismissal with Prejudice because U.S. Bank refused to follow her Order and then U.S. Bank waited a year and in 2010 Judge VALERIE MANNO SCHURR inserts herself in the Case without being appointed or ever meeting the Defendants and she did a Dismissal with Prejudice also and then 3 months later instead of appealing that which they had 30 days to do they had an Ex Parte Hearing with Judge VALERIE MANNO SCHURR illegally and she changed her Order which intern changed Judge Zabel's Order illegally from Dismissal with Prejudice to Dismissal without Prejudice and then 6 months later U.S. Bank found another Case for Foreclosure and U.S. Bank kept not following the Judges Order or Notifying us until finally the Judge Dismissed the Case again for lack of Prosecution because U.S. Bank would not notify us and threatened to close out the Case then U.S. Bank finally noticed us and then they set a Hearing for 2017 November, 29<sup>th</sup> in front of Judge SCHLESINGER all that time was taken because of them and then Judge SCHLESINGER gave them 10 days to answer they did not answer so I did a Motion for Default and then U.S. Bank answered by saying that U.S. Bank needed more time the Judge gave them more time without noticing us we didn't know that they did that and we asked for Case to be Dismissed so the Pandemic hit and then

when the Pandemic hit its what delayed the Foreclosure and during the interim I did a Quiet Title Suit that Quite Title Suit is now in Court. So it wasn't Torturously a long time because all of us all of the time wasted was by Blank Rome Attorneys for U.S. Bank so we didn't waste the time U.S. Bank did so I need the time for the Judge to rule on the fact that their Allonge is no good, that U.S. Bank's Assignment is no good that U.S. Bank does not have the Note in its record of Notes according to the Edgar search and that according to the Trustee of the Cupisone Cusip numbers the Mortgage has only been sold to Fidelity Strategic Real Return Funds not U.S. Bank and they have until this day 2021 which I was referred to them by the lady that runs the SEC at 801 Brickell Ave. downtown Miami so this is the point were at right now they don't own the Note never have so we need to stop the Sale for them to come prove they own the Note instead of just giving our house away that we were making all the payments on at the time. They all must be Arrested for Criminal Conspiracy to steal Black People's Homes and White Gentile's Homes! Christ is Jews and Gentiles 1Cor.12:12-14 they Are crucifying and 1. Plaintiff, is now, and at all times mentioned in this Co-owner of and in the Possession of all the real property described in paragraph 5 above, said real property to be hereinafter referred to as the Property described in Paragraph 5 above, said real property to be hereinafter referred to as the Property . This is a quiet title etc. case which requires that US Bank show a full chain of title which is extrinsic evidence according to 2005 Florida code civil practice and procedure.



**2<sup>ND</sup> CAUSE OF ACTION JUDGES AND OFFICIAL'S  
CONFLICTS OF INTEREST IN VIOLATION OF  
FEDERAL RULE OF CIVIL PROC RULE 60, FLORIDA  
RULE 2.160 (A) (D) (H) (1) (4), FL. CODE JUD. CONDUCT  
CANON 3E (1) FL. STAT. 112.312 (8). IN VIOLATION OF  
FEDERAL CONSTRUCTIVE FRAUD CODE**

**18 U.S. CODE SS 1961 (A)**

Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and  
Federal Rules of Civil Procedure Rule 60,

**Florida Rule 2.160 (H) Says A Judge may Vacate orders for  
Conflict of Interest Theodore R. Bundy V. Judge John A. Rudd  
Fl. Rule 2.160 (D) (1) Fl. Code Jud. Conduct , Canon 3E(1) A  
Judge shall disqualify himself where impartiality might  
reasonably be questioned Rule 2.160 (D) (1) grounds to  
disqualify is party fears Judge is Biased Fl. Statue 112.312 (8)  
Judge can't have a conflict of Interest !**

ALL OF THESE JUDGES AND OFFICIALS CONSPIERED TOGETHER FROM  
TOP TO BOTTOM TO STEAL OUR HOME ALONG WITH OTHER U.S. BANK

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CASE AND EACH ONE OF THEM HAVE A HORRIFIC MONEY CONFLICTS OF INTEREST! CHECK OUT THE JUDGES BELOW AND THE AMOUNTS OF MONEY THEY MADE FROM US BANK

1. SARAH I. ZABEL 4/7/09-----made 9 Million from US BANK
2. VALERIE MANNO SCHURR 1/21/22----made almost 12 Million from US BANK
3. JOHN SCHLESINGER 12/19/2017-----made almost 29 Million from US BANK
4. SAMANTHA RUIZ COHEN 5/12/2021-----made over 2 Million from US BANK
5. MIGUEL DE LA O 1/9/2019-----made almost 1 Million from US BANK
6. VERONICA DIAZ 6/2/2020-----made almost ½ Million from US BANK
7. VIVIANNE DEL RIO 5/4/2022-----made almost 2 Million from US BANK
8. JUDGE CARLOS LOPEZ-----GOT 2,077,949.00 CASH From U.S. BANK

These Judges have made Millions of dollars with U.S. Bank taking Black People and White European's homes illegally for gifts of Money Exo.

23:8, Deut. 16:19. Which says Judges can't take gifts because it blinds the eyes of Judgement!! Here are these Judges examples.

1. **FIRST WE HAVE JUDGE VALERIE MANNO SCHURR WHO STARTED THIS HORRIBLE DISCRIMINATING CONSPIRACY MESS BECAUSE IN HER FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST AND SHE RECUSED HERSELF 01/21/22 BECAUSE SHE GOT CAUGHT GETTING**

MILLIONS TO ILLEGALLY TAKE OUR PROPERTY WITH \$ CONFLICT OF  
INTEREST UP TO \$11 MILLION

***BECAUSE IN HER FORM 6 FINANCIAL INTEREST***

***SWORN AFFIDAVIT OATH***

Now something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAID JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED

WITH PREJUDICE US BANKS On 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh.1 pg.2. And Ford Motor Co. V. Calloway Says A Judge Can't Change Another Judge's Order So, Judge Valerie Manno Schurr Filed Her Duplicate Dismissal With Prejudice like Judge Zabel's Order was filed 04/07/2009, Exh.11. And Judge Schurr's Duplicate Order was Filed 04/07/2010 As Seen on the Docket Case Number 2007-12407-Ca01 line 10 and 11, Exh.12. Pg.2. Note Remember Judge Valerie Schurr is a Judge we never met never seen and never did a hearing in front of and according to the Administrative Judge, Judge Bailey said that she did not Assign Judge Valerie Schurr this is a Judge that she did not Assign to our Case all Done so that she could do an Illegal Exparte Hearing in Violation of Fl. Stat. 702.07 with the Plaintiffs U.S. Bank to change her own DiOrder to Dismissal Without Prejudice, Exh.13 To Help GMAC (Us Bank). Steal So They Can All Make Money Off Of Helpless Blacks Using Big Bad JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh.2 and \$129,000.00 from Wells Fargo which is US BANK NATIONAL

ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh. (14) then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Exh.(14:1) Wachovia which is Wells Fargo (15) which is US BANK, Exh. (14). and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6<sup>th</sup>, 2010 •Exh. (11) to change the Dismissed with Prejudice 3 months later in June 27<sup>th</sup>, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing Exh.13 Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statue 107.07, ( during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh.18, it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (14). All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever

had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh (19). And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure Affidavit

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she has over \$11,192,000.00, Exh. (20) plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada Exh.(20.1), which is Wells Fargo, Exh. (21). And Wells Fargo is US Bank Exh.(14) JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us, Exh. (22). The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, Exh. (23), which is US BANCORP/US BANK, Exh. (24). and Exh. (25) All this is CITY NATIONAL BANK Exh.26, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, Exh. (27) to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES

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like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

2. **Check out Judge JOHN SCHLESINGER** the Worst Conflict of them all. In this Criminal Conspiracy because in his Final Judgement Order, of Dec. 19<sup>th</sup>, 2017. Judge SCHLESINGER review of the record and Exh.(28). Must be Arrested and Recuse himself to Void all of his Orders for an open obvious Conflict of Interest and the worst of them all because he's doing all his business with US Bank and got \$28,000,000.00 from U.S. Bank and their Bankster Partners and helping them and himself make money by Foreclosing and taking (stealing) our and probably others property for U.S. Bank while acting as the Judge on the U.S. Bank's Cases like our property, not on the Case's Merits to make him and U.S. Bank money Illegally. Here's proof. Judge JOHN SCHLESINGER is doing business with US Bank Judge SCHLESINGER and has the worst record of all the money Conflicts of Interest that I have found out about. Because in his 2016 and 2017 (Exh.29 and Exh.30) he got \$28,000,000.00 TWENTYEIGHT MILLION in Assets because of U.S. Bank as seen on page 2 **On his Form 6 Full and Public Disclosure of Financial Interest** page 2. See line 4. he got with Santander Bank \$750,000 and Santander is SBA, Exh. 30.1. Which is US Bank, Exh. 31 and 32.

**On his Form 6 line 5 SCHLESINGER** got with First Citizens Bank \$624,000.00

And first Citizens Bank is the Royale Bank of Scotland, Exh.33 which is the



Royale Bank of Canada, Exh. 34 Which is US Bank. Exh. (35).

**On his Form 6. Line 6** He got \$5,236,472.00 from Morgan Stanley Brokerage Account which is J.P. Morgan Bank, Exh. 35.1. Which is U.S. Bancorp Exh. 36. And U.S. Bancorp is U.S. Bank, Exh. 37.

**Judge SCHLESINGER on line 7.** He Got \$286,148.68 with State of Florida Deferred Compensation, which is Voya and AIG, Exh. 38 and Voya and AIG is U.S. Bank, Exh.39. **On line 8 he got** \$523,843.91 with Federal thrift Savings Which is the SBA Exh. 40. Which is U.S. Bank, Exh.(31). **And on line 9 he got** \$11,019,286.66 with Evensky and Katz which is the Advisor side of US Bank, Exh. 41 pages 1-3. During the months of our 2017 Trial against US Bank and got over \$19 Million two years in a row 2016 and 2017 from US Bank, through U.S. Bank and its Bankster Partners. Judge SCHLESINGER all while presiding over our Case has made millions and millions of Dollars from US Bank. While at the same he Ruled against us in favor U.S. Bank using the wrong Docs. and Info and when we confronted him with the proof that the Mortgage was signed with Axiom Bank not Homecomings that U.S. Bank Conspiring Lawyers used to illegally get a Foreclosure Judgement. And the Judge promised us that he would have another hearing for U.S. Bank to proove Standing, Exh. 169 and 170. but at the next hearing a new Judge shows up named Judge De La O who also has the same Money Conflict of

Interest and he said and ORDERED that he would not change Judge SCHLESINGER'S ORDER TO FORECLOSE eventhough Judge SCHLESINGER said he would give us a hearing to see if U.S. Bank could proove Standing and set up a sale for our Home but after we plead with him to make them prove they owned the NOTE HE said that he would have another hearing for U.S. Bank to proove Standing, Exh. 164 but at the next hearing a new Judge shows up and the same thing happens because **Judge Miguel M. De La O is paid by U.S. Bank to.**

3. **And we have Judge Miguel M. De La O** who ruled on our Case in 01/09/2019 Exh 42 and is doing business with CITIBANK as seen in his FORM 6 From Tallahassee FULL AND PUBLIC DISCLOSURE OF FINANCIAL form 6, he got on line . \$300,000.00 from CITIBANK Exh.43. And on his 2018 Form 6 page 3. On line 11 he got Discover Savings Account with \$111,432.71 and Discover Savings Account is CITI BANK is CITY GROUP Exh.44, CITI GROUP is MORGAN STANLEY Exh.45, and MORGAN STANLEY is US BANCORP, Exh.46, and US BANCORP is US BANK Exh.47. Which is a major Conflict of Interest. Who he has ruled in favor of Exh.48. That is a Conflict of Interest against us so he must be Arrested and recuse himself and vacate his Order, Exh.49. So De La O must be Arrested and overturned or Recuse HIMSELF and VACATE HIS ORDERS against us.

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the next hearing a new Judge shows up and the same thing happens named **Judge Veronica Diaz** who also has the same Money Conflict of Interest and she said and ORDERED that she would not change Judge SCHLESINGER'S ORDER TO FORECLOSE either eventhough Judge SCHLESINGER said he would give us a hearing to see if U.S. Bank could proove Standing and set up a sale for our Home but after we plead with her like we did rhe last Judge before to make them prove they own the NOTE he said that he would have another hearing for U.S. Bank to prove Standing, Exh. ( ) but at the next hearing a new Judge shows up and the same thing happens because **Judge Veronica Diaz is paid by U.S. Bank to.**

4. Look at **Judge Veronica Diaz** who ruled against us 06/02/2020 Exh.50 but says that WELLS FARGO BANK on her form 6 full and public Disclosure of Financial Interest is a Bank she's doing business with, because she's doing business with J.P. Morgan and helping them to make money so that she can make money by Foreclosing and taking our property while acting as the Judge to take the property and motion on the Merits of the Case but for her and them to make money Illegally. Here's Proof: In her Form 6, from Tallahassee called **FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST** Exh.51. Says lines 1

**Judge Veronica Diaz** is doing Business with Wells Fargo as an Asset of \$174,312.00 And WELLS FARGO BANK IS U.S. BANK, Exh.14 And 46. U.S.

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Bancorp which is J.P. Morgan. 1. Her ICMA 401K has an Asset of \$180,296.00. And her ICMA 401K is Wells Fargo, Exh.52,53,54,55,56 and 57. Her \$10,500.00 Audi car and her \$4,800.00 Audi Financial Asset is either Audi Fargo or Wachovia, which is why I am Subpoenaing her record Exh.58,59. And 60. Wachovia is Audi, Exh.61 and Wachovia is Wells Fargo Exh. 62, 63, 64,15 and Wells Fargo is US Bank, US Bank Exh.(14) is U.S. Bancorp which is J.P. Morgan Exh.36 and 7 Her Navient Student loan is Wells Fargo and Wells Fargo is US Bank, Exh.14 and 65. Navient is also JP Morgan, Exh.66 and JP Morgan is Morgan Stanley, Exh.67 and 68. And Morgan Stanley is US Bank, Exh.14 and 69. 1. On 11/19/19 Defendant Judge VERONICA DIAZ issued an order Exh.78. There was and is no hope to win against the MORTGAGE BANKSTERS when these JUDGES are their MONEY MAKING PARTNERS.

5. **And we have Judge SAMANTHA RUIZ COHEN** who ruled in favor of U.S. Bank in our Case 05/12/2021 also has the same Conflict of Interest, on her 2021 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST with Wells Fargo which is U.S. Bank. On line 3 she got \$162,130.00, line 4. \$32,695.84, line 5 \$896,316.65 Exh.70, all with Wells Fargo and Wachovia owns Wells Fargo which is U.S. BANK, Exh.71 and Exh.62 And on the Form 6 for 2021 she got on line 2. For Voya Retirement \$221,156.57. and Voya Retirement US Bank, Exh.39. And 2021 Form 6 on line 6. BMW Financial got \$10,152.00, and BMW Financials is US Bank, Exh.72. And on the Form 6 of 2022. She got with Wells Fargo on line 4.

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6. \$137,506.36, line 5. \$153,455.04, line 6. \$54,410.00, line 7. \$6,208.70, line \$874,506.74 Exh.73, All with Wells Fargo and Wachovia owns WELL FARGO which is U.S. BANK, Exh.14. And on her 2022 Form 6 she got Voya Retirement line 8. \$251,663.08. and Voya Retirement is US Bank, Exh.39. And on her 2022 Form 6 on line 13 she got with BMW Financial \$4,512.00 and BMW The Financial is US Bank, Exh.72. All adding up to \$2,804,727.01: Judge Samantha Ruiz Cohen is Doing Business with U.S. BANK, US BANCORP, WACHOVIA, WELLS FARGO, VOYA FINANCIAL AND BMW FINANCIAL WHICH IS ALL U.S. Bank which means U.S. Bank is Samantha Cohens whole way of making money other than her Judge's Salary this is Why she has ruled in favor of US BANK Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and Federal Rules of Civil Procedure Rule 60, Plaintiff MAURICE SYMONETTE hereby files this Motion for Relief & Recusal and supporting Memorandum regarding the\_05/12/2021 Samantha Ruiz Cohen review of the record and Final Judgement Order, Exh.74.

7. **Next, we have Judge Vivianne Del Rio** because she just did the last Order to do a Foreclosure sale on our property 06/21/2022. But must be arrested for an open obvious

8. Conflict of Interest to do Home Title Fraud. Because she's doing business with US Bank who's doing all the fraud to steal Homes and helping them to make money so that she can

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9. make money by foreclosing and taking (stealing) our property while acting as the Judge on the Case on our Property, not on the Case's Merits but for to make her and them money Illegally. Here's Proof:

**In her Form 6 Affidavit Oath** from Tallahassee called **FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERST** says

1. Form 6 for 2019 on line 2., 0. She got \$750,215.00 with FRS which is Financed By the SBA. Exh. 75. Which is U.S. Bank, Exh. 76.

2. Exh. (77). On line 3 she got \$15,403.00 and on line 4 she got \$5,691. Doing business With AIG, which is J.P. Morgan, Exh. 78, 79, 80, 81, 82, 83,84 , JP Morgan which Is U.S. Bancorp, Exh.46,24. And U.S. Bancorp is U.S. Bank Exh.14 and 85.

3. Exh. (86). And on line 4 she has \$44,000 with E-Trade which is Morgan Stanley

Exh.87 and Morgan Stanley is J.P. Morgan, Exh.67 and 68, Which is U.S. Bancorp, (Exh.46,24). And U.S. Bancorp is U.S. Bank Exh.14 and 85. Which means U.S. Bank is JUDGE VIVIANNE DEL RIO according to her Form 6 Signed by her Affidavit of Financial

interests whole way of wealth making money and who partners with her in almost all assets she owns other than her Judges salary is U.S. Bank. This is why she has ruled in favor of U.S. BANK to give a date to sale our house 06/21/2022, Exh. 88.

Against the Rule of Law and without allowing us to talk and present our Motion to Rescue and Revert back to Original Order in the Zoom hearing 05/04/2022, see Exh. 89. (Video of Hearing gods2.com Video#1), and we know she heard us trying to speak because the Transcriber of the Transcript could hear us and could hear her and the Transcriber wrote in the Transcript what we were saying as the Judge and U.S. Bank's Lawyer acted like they couldn't hear us, but the Transcriber was in a different location from the Judge and from us in the Zoom Hearing and he could hear the Judge and us and U.S. Bank's Attorneys. And the Judge could even hear the Transcriber that means the Judge could hear us. So the Judge deliberately ignored us to give the Sale Date as if we missed the hearing until we screamed out loud to listen to our Motion to Dismiss and Reconsider and revert this Case back to the Original Dismissal with Prejudice that was on the Docket, Exh.113 and 114. before U.S. Bank's Motion to Reset the Sale of our Property. See Exh. 8. But instead of listening to our Motion on the Record which was done because The Judge didn't want it heard on the record because it exposed them for quickly trying to take us out by Armed Eviction Sheriffs even though they're acting illegally. That's why Judge Vivianne Del Rio quickly referred us to her Assistant and would not hear our Motion. See Exh. 9 (Video on Gods2.com #2 Video – of her assistant talking to us), which is all done for U.S. Bank. Who she has ruled in favor of. This is a Horrible Conflict of Interest. Then this Judge in the Transcript dated 11/19/2023 that she would Give us a hearing date on U.S. Bank to prove their

Standing to Foreclose us before the sale date, Exh. 171 page 5-7. But she gave us a hearing date after the sale ated to force us to have to file Bankruptcy then to illegally be put out of Bankruptcy Court from another Conflicted Judge to get put in a position for their other Coconspirators which is the County lead by Commissioner Renae Garcia with the full force of the Police and the Code Enforcement Officers to take the house by force because the house would no longer be in our name to give the property to U.S. Bank and Developers who want the Waterfront property for Condos to finish this Gentrifying Constructive Fraud Conspiracy While simultaneously getting another Sale Date from another Conflicted Judge named Judge Carlos Lopez appointed by two Conflicted people, THE Clerk and the Administrative Judge Jennifer Baily, Exh. 176. The Judge CARLOS LOPEZ appointed has one of the Worst Conflicts of all

**JUDGE CARLOS LOPEZ-----GOT 2,077,949.00 CASH From U.S. BANK**

**JUDGE CARLOS LOPEZ-----ALSO GOT 650,000.00 FROM U.S. BANK**

**JUDGE CARLOS LOPEZ the Clerk of Courts took page 2 out of my Motion to Recuse which prompted you to conclude that it was legally insufficient. But this is impossible because you got \$2,077,949 cash and CD from Iberia Bank which is US Bank. So in your Financial Interests & Property Disclosures and taking (stealing) our property while acting as the Judge on the case on our property, not on case's Merits but for to make him and them money Illegally. Here's proof: In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2021 it Says on line 4. of page 3. that he got two million seventy seven nine hundred and**



forty nine dollars (\$2,077,949.00) CASH with Iberia Bank, Exh. D. Which is First Horizon Bank, Exh.E and First Horizon Bank is Suntrust Bank Exh. F, which is US. Bancorp/ US. Bank, Exh. H. and Exh.H2 On line 9 of his Form 6. Exh. D. Lopez got \$650,000.00 from Regions Bank who's doing business with Wells Fargo Exh. Z9. Which is US Bank Exh.H2 Also Regions Bank can be traced to US. Bank because Regions is JP Morgan, Exh. Z10. And JP Morgan is BlackRock, Exh. Z11. And BlackRock is US. Bancorp/ US. Bank, Exh. Z12. And Judge Carlos Lopez shower his Racist Biasedness against us BLACKS by allowing a hearing to go on while the Defendant was very Sick an Incapacitated and couldn't hear or talk he wanted a day or two to get a Lawyer to represent him now because he normally goes PRO SE. but this is so horribly Racist that to steal our property he gave a sale date very quickly as if we were wasting the time when a Docket from 2007 until now shows that they were the ones wasting time, Z13 and Z14 of the 2007-12407-CA01 to avoid showing that they don't have a legal Allonge they have never in the full 16 years of this Case brought in proof that they own the Note legally and even Judge Rodriguez says this Case has legs and would'nt allow them to dismiss my Case for Quiet title see Docket 2021-10826-CA01. Oh but I'm coming after you on T.V., Radio and News Paper you will be destroyed to keep you from just stealing from us and stop us from defending ourselves as seen on the Transcript and on the Video WITH THAT JUDGE CARLOS LOPEZ TELLING US that he was going to give us a Hearing date before the stinking Foreclosure Sale to just give our house away to these evil Cannibal

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Werewolf Attorneys I am ELAM the last Judge Vivian Del Rio after seeing our motion to Recuse Herself for Money Conflicts of Interests first said she would give us a hearing to Dismiss US Bank's Fake Foreclosure before the Sale Date would be placed on our home see Transcript page 5-7, Exh. Z6. And then she Recused herself, Exh.S. and closed the Case a day later after seeing that Judge Valerie Manno Schurr the judge who started this whole fake Case also Recused herself for money Conflicts of Interest. Exh. R. and now another Conflict of interest Judge Carlos Lopez is being used by these Low Life Thieving Lawyers to have the Nerve to just outright illegally take our Home that we were not late on payments on, they don't have a Legal Allonge on and they got the wrong Bank's Assignment to the Mortgage this is unbelievable! You Stinking Lying Lawyers are all going to Jail I Promiss you that! Clerk of Courts Harvey Ruvin is also helping the Steal of Property In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2010 it Says on line 7 from the bottom that he got \$315,000.00 with Wells Fargo Bank, Exh. H1. Which is US Bank Exh. H2. And on administrative Judge Bailey's Form 6, from Tallahasee called FULL AND PUBLIC DISCLOSURE OF FINANACIAL, form 6 for 2018 it says on line 8 from the bottom she got \$222,000 also from Wells Fargo Exh.H3 which is US Bank Exh.H2 Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest against us and there's more. The case was closed and reopened after Judge Vivianne Del Rio's Recusal see Exh.H4 and pgs.1 and 2 and Exh.S so Judge Vivianne Del Rio's Orders are all Void according to Fl.,Rule 2.160 (H)-(J). I have found that our case was directed to other Judges in this sess Pool from the Conflicted of

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Interest Clerk of the Courts HARVEY RUVIN EXH.(H1) and Administrative Judge Bailey Exh.(H3 ) AND WE DO NOT WANT TO ADD JUDGE CARLOS LOPEZ TO THIS LIST OF EIGHT JUDGES WHO ARE BEING SUED FOR CONFLICT OF INTEREST EXH.Z8 AND REPORTED TO THE JQC TO BE REMOVED AS THE JUDGE SO THEREFORE WE ASKED JUDGE CARLOS LOPEZ TO RECUSE HIMSELF BECAUSE THE SAME ADMINSTRATIVE JUDGE AND CLERK OF THE COURT WHO ARE BOTH CONFLICTED AND HAVE APPOINTED JUDGE CARLOS LOPEZ KNOWING THAT HE HAS A \$2MILLION CONFLICT OF INTEREST THIS SHOWS RICO RACKETEERING This Criminal Conspiracy Case all started with the horrible Judge VALERIE MANNO SCHURR by illegally inserting herself in this Case Here is The Proof that Judge VALERIE MANNO SCHURR started this and made MONEY to help them steal our property. Rule 1.540 (b) says (2) Newly discovered Evidence (3) Fraud and Misconduct (4) Judgement Order is void; (5) Take the case back to the Prior Judgement (Judge Zabel's last Judgement of Dismissal with Prejudice decree, order, of proceeding for the following reasons (2) Newly discovered evidence (we discovered her Form 6 Full and Public Disclosure of Financial Interest and the Partnerships and ownerships of the Banks involved to work the Conspiracy by giving Judge VALERIE MANNO SCHURR gifts of Monies to take the property from Homeowners which by due diligence could not have been discovered in time to move for a new trial of rehearing; because we just got the records from the State. (3) This shows Misconduct and Fraud by showing that in 2008 on the Docket Mack Wells finally put in a Motion to Dismiss with Prejudice because Lawyers wouldn't follow the Judges Orders to bring in the Note

Exh. (106) we also saw that Judge Zabel did a Dismissal with Prejudice in 2008 and three witnesses with Affidavits have sworn to have seen this and it was on the record with Judge Zabel's signature that typed up saying the Case is Dismissed with Prejudice 04/07/2009 as indicated on the Docket of which I now have the Red Stamp Certified Copy of the Docket see Exh. (115) line number (10) and we now found Fraud and Misconduct using Horrible Conflict of Interest in violation of Fl. Rules 2.160 That in 2008 Judge VALERIE MANNO SCHURR received Millions of dollars to change a Judgement Order so therefore all of her Judgement Orders are Void because in 2010 on the Docket Judge VALERIE MANNO SCHURR whom we have never met did a Prior Judgement over again in the same year three months later did a Dismissal without Prejudice with our Document that we prepared for Judge ZABEL to sign and we watched her sign that Order of Dismissal with Prejudice, Exh. 116 and Exh. 117 Affidavits. By erasing Judge ZABEL'S signature and signing her own (VALERIE MANNO SCHURR) signature in place of Judge ZABEL's signature which is why the Clerk who's all in on the Conspiracy destroyed the Docket so as to hide the fact that there are two Judges Order's For Dismissal with the same fonts Prepared by Mack Wells with Judge VALERIE MANNO SCHURR's signed Judgement being last, to supersede Judge Zabel's Dismissal with Prejudice so that she could Dismiss it without Prejudice three months later which would get rid of Judge ZABLE's Order of Dismissal of the Case with Prejudice Exh. (118) as seen on the Docket line (11) this was done because

the Law says that no Judge of the same Circuit Court can change the Order of the Judge in the same Circuit Court (Ford Motor Co. V, Calloway). So she made her own Order that did not Change Judge Zabel's Order exactly one year after Judge Zabel's same Dismissal with Prejudice hoping we would not check this, so that she can then therefore change only her Order of Dismissal with Prejudice to Dismissal without Prejudice in an illegal Ex Parte Hearing so that she wouldn't appear to be Criminal. This was done to save Judge ZABEL, the Lawyers and U.S. Bank/GMAC BANK from being caught in the Conspiracy to steal the property concerning Judge Zabel doing a Judgement against Homeowners without an actual Complaint or Certified Copies of the Note, Allonge, Mortgage and Assignment or as Florida Statutes states: No Judgments can be rendered until after the Original Note, Allonge, Mortgage and Assignment and all other Docs on the record yet they did that while the Homeowners were making payments to Axiom Bank on time, Exh. 119. This is a Felony and a Conspiracy. Rule (1.540(b) that says that if The Judge Recused herself any Judgements or Orders that they put in are void? This was a Conspiracy to steal the Property and get out of trouble from Federal S.E.C Fraud and crimes against the Court and the property owner to hide the MERS Fraud of lying about selling Notes on the Market as proven by the Cusipone Expert's Affidavit showing that U.S. Bank National Association As Trustee never had any ownership of the Leroy Williams Mortgage because Axiom Bank sold the Note to Fidelity Strategic Fund which is on the Market until today, Exh. (120) and when you do the SEC

Edgar search under US Bank National Association as Trustee there is no Axiom Note in their Pool of Notes Exh. (121). All OF JUDGE VALERIE MANNO SCHURR'S DISMISSALS ARE VOID AND MUST REVERT TO THE ORIGINAL DISMISSAL WITH PREJUDICE AND SHE MUST BE ARRESTED. JUDGE VALERIE MANNO SCHURR admits to these crimes by Recusing herself from MAURICE SYMONETTE's Case who asked her to Recuse for Crimes of misconduct, Exh. 122. And Conflicts of Interest see Exh. (123). According to Rule 1.540 (b) (c) (d) (e) That the Judgement, or Order has a prior Judgement of Dismissal with Prejudice on the Docket of Case Number 07-12407-CA01 line (10 and 11) and that Judgement of Dismissal with Prejudice must be returned to Dismissal with Prejudice and void and or strike the 2007-12407-CA01 and 2010-61928-CA01 Case because Judge VALERIE MANNO SCHURR Recused herself because I brought this to her attention that she did this Crime and Scheme. This title must be cleared and also because she did not default them when it took them 6 months to answer my Lawsuit that must be Defaulted but wasn't Defaulted because Judge VALERIE MANNO SCHURR helped them because as stated in her form 6 Affidavit of FINANCIAL INTERESTS, Line 6. City National Bank gave her \$400,000 which is business partners with U.S. Bank, GMAC, Royal Bank of Canada, which is Wachovia and Wells Fargo, which is U.S. Bank are all Business Partners and one big happy Family this is a Horrible Conspiracy and Conflict of Interest to steal Property from helpless Black People with this Racism and Discrimination in the utmost.

**On 15020 S. River Dr. Miami Fl. 33167**

1. All the Judges on this Case were being Paid and were benefitting from the Foreclosing Bank this is very Serious CONFLICTS OF INTEREST. WE never stood a chance from the The top down the deck was stacked against here's proof of each of the four Judge's CONFLICTS OF INTEREST even the Administrative Judge JENNIFER BAILEY who when Judge Thomas Williams Recused himself from this Case sighting CONFLICTS OF INTEREST this Administrative Judge who also has the same

CONFLICTS OF INTEREST and helping them to make money so that she can make money by Foreclosing and taking (stealing) our property while acting as the Judge on the Case on our property, not on Case's Merits but to make her and them money Illegally.

**APPELLATE JUDGES THAT HAVE CONFLICTS OF INTEREST  
WITH WHO DISMISSED OUR APPEALS TO THE 3<sup>RD</sup> DCA  
BECAUSE THEY WERE ALL PAID BY CONFLICT-OF-  
INTEREST U.S. BANK BRIBES**

**A. BROWNWYN C. MILLER**----- Made \$95,000 from US BANK

**B. KEVIN MICHAEL EMAS**-----Made \$225,310 from US BANK

**C. EDWIN SCALES**-----Made \$22,543 from US BANK

1. **APPELLATE JUDGE BROWNWYN MILLER**, says that Wells Fargo on his 2012 Form 6 full and public Disclosure of Financial of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure of Financial form 6 Exh. 10.2, Wells Fargo is U.S. Bank. That is a Conflict of Interest against us and there's more, Exh.10.3. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exh. 10.4 so Brownwyn Miller was suppose to Recuse HIS SELF and VACATE ORDERS against us, Exh.10.5. **ON 15020 S. R. DR. MIAMI 33167 AND 1 Exh. A.**

2. **APPELLATE JUDGE KEVIN MICHAEL EMAS**--Made \$225,310 from US BANK

**JUDGE KEVIN MICHAEL EMAS**, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while



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acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Kevin Michael Emas is doing business with Wells Fargo as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. 4.5, Wells Fargo is US Bancorp Exh. 4.6. And US Bancorp is US Bank Exh. 4.7 That is a Conflict of Interest against us and there's more, Exh. 4.8. I have found that our case was directed to him in this Pool, you was suppose to recuse himself and Vacate his Order, Exh. 4.9 so

Kevin Michael Emas you must Recuse YOUR SELF and VACATE YOUR ORDERS against us, Exh. 5.

**3. APPELLATE JUDGE EDWIN SCALES-----Made \$22,543 from US BANK**

**JUDGE EDWIN SCALES**, says that Chase Bank on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Edwin Scales is doing business with Chase Bank as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Chase Bank is US Bancorp

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Exh. B. And US Bancorp is US Bank Exh. C That is a Conflict of Interest against us and there's more, Exh. J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Edwin Scales you must Recuse HIS SELF and VACATE HIS ORDERS against us, Exh. F. Order of Dismissal on JAN. 23, 2023

**HEAD OF THE DADE COUNTY 11<sup>TH</sup> CIRCUIT MIAMI DADE COUNTY CLERK OF COURTS KEPT APPONTING JUDGES WHO WERE BEING BRIBED (PAID) BY U.S. BANK BECAUSE THE HEAD CLERK WAS BEING PAID BY U.S. BANK TO BE A PART OF THE CONSTRUCTIVE FRAUD CONSPIACY PLOT!!**

**HARVEY RUVIN** Head of Miami Dade County Clerk of Courts, Records and Dockets also has a Conflict of Interest **on his 2011 Form 6** From Wells Fargo. in the Amount of **\$315,000.00**, which is US Bank, Exh. 124.

**ADMINISTRATIVE JUDGE JENNIFER BAILEY OF THE MIAMI DADE COUNTY 11<sup>TH</sup> CIRCUIT COURTS HAS THE SAME MONEY CONFLICT OF INTEREST WITH U.S.**

**BANKAND KEPT COSIGNING THE CLERK'S APPOINTMENTS**

**OF CONFLICTED JUDGES KEPT WHO WERE BEING BRIBED  
(PAID) BY U.S. BANK BECAUSE THE HEAD CLERK  
WAS BEING PAID BY U.S. BANK TO AS A PART OF THE  
CONSTRUCTIVE FRAUD CONSPIACY PLOT!!**

**ADMINISTRATIVE JUDGE BAILEY** In her Form 6,  
from Tallahassee called **FULL AND PUBLIC DISCLOSURE OF  
FINANACIAL**, form 6 for 2018 it says on line 8 from the  
bottom, Exh. 151. she got \$222,000 also from Wells Fargo  
which is US Bank Exh. 14. Who has ruled in favor of US BANK.  
This is a Horrible Conflict of Interest against us and there's more.  
I have found that our case was directed to other Judges in this Sess  
Pool all with the same Conflict of interests. She cosigned the  
Clerk of the COURTS appointing of Judges who were Paid off  
by U.S. Bank to rule in U.S. Bank's favor.

**MIAMI DADE COUNTY COMMISSIONERS WITH THE  
SAME CONFLICTS OF INTEREST WITH U.S. BANK.  
PAID TO PASS LEGISLATION TO HELP U.S. BANK**

After judges fail to steal homes for banks, banks have paid some  
Commissioners like Commissioner Rene Garcia to help them!

Commissioner Rene Garcia Sponsored Racist Legislation called Building  
and Unsafe Structure Legislation #220166” Discriminately to help the  
Bankster’s Steal ‘Black People’s Home like me. And like the  
Discriminating Racist he is they only used that legislation on Black (me)!

**COMMISSIONER GARCIA’S 2021 Form 6 Affidavits Oath from  
Tallahassee**

Called FULL AND PUBLIC DISCLOSURE OF FINANCIAL  
INTEREST it shows on line 5. That Garcia got \$23,000.00 from  
Navient Bank which is JP Morgan Chase Bank, Exh.66 and 122. JP  
Morgan is Black Rock, Exh. 153. And

Black Rock is U.S. Bank 152. And JP Morgan is U.S. Bancorp, Exh.24,

25. And U.S. Bancorp is U.S. Bank, Exh.14 and 47.

**Commissioner Garcia 's 2021 Form 6 Affidavits Oath** from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 6 that Garcia got \$118,000.00 from First Bank which is U.S. Bancorp, Exh. 123 and U.S. Bancorp us U.S. Bank,

Exh. 14. All these CONFLICTS OF INTEREST and all the money he's making is from the same GMAC-U.S. Bank who tried to Foreclose on us under Mack Wells, Exh. 124, 125 and 126. But failed and after failing to Foreclose U.S. Bank's Conspirator Money Partner Commissioner Rene Garcia. Sponsored a new Legislation called "building and unsafe structure Legislation #220166" To use Code Compliance Officers and Police Officers to illegally search and SEIZE the Whole Property without a Warrant or a Brake Order or the Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection the Code Compliance Officers and then after illegally Search and SEIZING the Whole Property the Police gave a Fake Warrant that shows no time that the Warrant was issued, no Judge's name, no

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Case Number, no Doc Stamp, no Certified Stamp and on that Fake Warrant it never Mentioned that Code Compliance could Search and or Seize they just came in the House and Property and announced they have Seized our House for Unsafe Structure.

**COMMISSIONER REBECA SOSA one of the head Sponsors of the unsafe structure legislation Constructive fraud Conspiracy with Commissioner**

**Rene Garcia** has a Conflict of Interest on lines 4 and 5 of page 3 of her 2021 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST from InterAmerican bank which is Citi Bank \$2,695.74 on line 4 and \$1,510.11 on line 5. City Bank is City group which is Morgan Stanley. Who is U.S. Bank Javier D Souto has a Conflict of Interest on line 7 of his 2020 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST \$20,000 from Ford which is General Motors which is Deutsche Bank *NOW I'M REPORTING JUDGE SCHURR ALL THESE JUDGES AND ALL THESES OFFICIALS TO GOVERNOR DE SANTIS, THE JQC, THE BAR, THE US DOJ, THE FBI, THE FLORIDA STATE ATTORNEY, THE BBC MEDIA AND THE NEW YORK TIMES WHO FOUND THAT 131 FEDERAL JUDGES CAUGHT RULING ON CASE WHILE HAVING MONEY CONFLICTS OF INTEREST. BECAUSE THEY AS RACISTS ARE STILL ENFORCING THE SOUTH'S BLACK CODE LAW WHICH SAYS BLACK PEOPLE CAN'T OWN*

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PROPERTY NOW THAT'S A DANMED

**SHAME!!!**

**3<sup>RD</sup> CAUSE OF ACTION TURNING OF ELECTRICAL POWER TO  
DISABLED PERSON IN NEED OF OXYGEN IN VIOLATION OF**

**FL. STAT. 366.15 (1) (2).**

**STAT. 366.15 (1) (2) APRIL, 22<sup>ND</sup> 2023 FLORIDA POWER AND  
LIGHT (FPL) WAS ORDERED BY RENE GARCIA'S NEW  
LEGISLATION OF UNSAFE STRUCTURES #220166 TO TURN OFF  
THE POWER TO THE HOUSE BECAUSE THEY WERE GOING TO  
DEMOLISH IT IN VIOLATION OF FL. STAT. 366.15 (1) (2) WHICH  
SAYS YOU CANNOT TURN OFF THE POWER TO A HOUSE TO A  
DISABLED PERSON WHO NEEDS OXYGEN YET THEY DID IT  
ANYWAY AND ALMOST KILLED MACK WELLS WHO HAD TO  
GO TO THE HOSPITAL BECAUSE HE COULD NOT BREATH SEE  
GODS2.COM VID. H.**

**4<sup>TH</sup> CAUSE OF ACTION FEDERAL QUIET TITLE AGAINST FANNIE  
MAE. FEDERAL 28 U.S. CODE SS 2409a AND FL. STAT.65.021**

Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statutes 702.01 (A1) (1) which was in a dispute between me and my brothers who are the owners of the property but signed it over to Boss Group Ministries Inc. Exh.103. Who had since have done a Bonafede (Notarized) Quit Claim Deed to Maurice Symonette Mack Wells and Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh.104. Which means that I Maurice Symonette and Mack Wells has a Claim and a Cause of Action against Fannie Mae and U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Case which requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, Fl. Stat. 65.021 and Federal 28 U.S. Code ss 2409a and Real estate; removing clouds,-- Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against



any person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its face, or though not Void upon its face, requires Extrinsic Evidence to establish its validity (Exh.105) and 65.041(3)(4)(3) REAL ESTATE REMOVING CLOUDS; DEFENDANTS. No person not a party to the action is bound by any Judgments rendered adverse to his or her interests, but any judgment favorable to the person insures to that person's benefit to the extent of his or her legal or equitable title. (Exh.106). Layers claim in number 4 of their Motion to DISMISS that MAURICE SYMONETTES Quite Title Case is Res Judicata, but in the Transcripts of Proceedings of 12/09/19 under Judge VERONICA DIAZ pg.6 line 24-25, pg.8 line3-11 and pg.9 6-8 the Judge VERONICA DIAZ as did all of the other Judges said Symonette is not a Party to the case and did not allow Symonette to Participate in the Trials and was even told that I would have to sue the bank myself to become a party. Line 07/01/15 pg.11 line 13-25 Exh.107. and all of pg.12 lines 12-14' Exh.108. U.S. Bank stated that MAURICE SYMONETTE is a non-party Third-Party Claimant, according to Florida Statute 65.041( Exh.106). This in credulous wicked bank from the beginning of even the 2007 Case never FILED or brought in a copy of the Original Note with the Allonge, the Original Mortgage, or

the Assignment of U.S. Bank! We saw Lis Pendens but have never seen the Complaint their 2007-12407-CA01 Complaint of which by Law must have the Certification of the Original Promissory Note to file a Foreclosure action Fl. Statute 702.015(4) If the Plaintiff is in Possession of the Original promissory note, the Plaintiff must file under penalty of Perjury a certification with the Court, Contemporaneously with the filing of the complaint for Foreclosure, that the Plaintiff is in possession of the original promissory Note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the Certification. The Original Note and the Allonges must be filed with the Court before the entry of any Judgement of foreclosure or Judgement on the Note. (Exh.109) and Fl. Rules 1.115 (C) (Exh.110), and the correct copies of the Mortgage, NOTE, ASSIGNMENT AND ALLONGE ALL TOGETHER attached to the Certificate, Bank of America V. Leonard in the 3DCA. And if the Promissory Note does not name the Plaintiff as Payee the Note must Then bare a special endorsement or Plaintiff must submit evidence of an Assignment, Ortiz v. PNC BANK 3DCA if you look at the Docket of 2007-12407-CA01 Docket Pg.2 line 1-21, against Fl. Stat. 702.015(4) If the Plaintiff is in Possession of the Original promissory Note, the Plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the

filing of the Complaint for foreclosure, that the plaintiff is in Possession of the Original Promissory Note. The certification must set forth the location of the Note, the name and title of the individual giving the Certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the certification. The Original Note and Allonges must be filed with the Court before the entry of any Judgement of Foreclosure or Judgement on the Note. And Rule 1.115(C). This is why Judge Isabel was so angry with the Attorneys because she was embarrassed that she did the Judgement before any of the requirements of the Fl. Stat. 702.015 were met thereby endangering even her as a Judge. Services now referred to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with the MIN. Account number 100176105062733202 {M at the bottom of each page of the adjustable rate Note Exh. 95, with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust Exh.(96). The (AFS) Note was sold by (AFS) 9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPONE Expert Witness Exh. (97) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3 now referred to as (USB). So (USB) cannot Foreclose on this (AFS) Note no

any of the above stated Defend even Fidelity Strategic Real Return Fund cannot Foreclose because (USB) in 2007 did a Publication to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within 30 days of the publication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat.( ) Exh (111) or any Interest in the Note and therefore they have no standing And according to the SEC- FASB GAAP Rules once a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fund and the Note ILLEGALLY. The PSA cannot be used because in the Edgar Report shows that US Bank NA as Trustee has no AxiomBank Mortgages in it's pool of Notes, Exh. (207) and in the Cupisone Expert Report referred to me by the Manager of the S.E.C. Down Town Miami on Brickell, this expert said the Axiom loan is not with US Bank NA. According to Fl. Appellate Court BOYD V. WELLSFARGO BANK (4<sup>th</sup>DCA) in Violation of Florida Evidence Code 90.902. Holds PSA Insufficient to Prove Foreclosure Standing in an appeal involving an amicus filed by a national Mortgage lending trade association, the District Court of Appeal of the State of Florida, Fourth District, recently reversed a final Judgement of Foreclosure in favor of a Mortgage, holding that the Mortgage failed to prove that it had possession of the Promissory note when the Complaint was filed and thus lacked standing to sue because: **despite the admission of the Pooling and Servicing Agreement (PSA) into evidence, the evidence**

was still insufficient to show that the loan was physically transferred which is what they used to prove their Standing in this Foreclosure Case according to there Own Memorandum of LAW Page 5 line 3, Exh. (208) and there were discrepancies between the copy of the note attached to the Complaint and the original introduced in evidence at trial. During the trial, the Plaintiff Mortgage tried to prove that it Possessed the Note when the Complaint was filed by offering the PSA into evidence over the borrowers' hearsay objection. The trial Judge Schlesinger who had twenty-eight million in U.S. Bank Conflict of Interest money admitted the PSA into evidence as a self-authenticating document pursuant to section 90.902 of the Florida Evidence Code because it had been filed with the Securities and Exchange Commission (SEC). The trial court then entered a final judgment of Foreclosure in the Mortgagee's favor, from which the borrowers appealed. On Appeal the Fourth District explained that just because the PSA was self-authenticating didn't mean it was admissible, citing Charles Ehrhardt's Florida Evidence hornbook: "Even after a document is Authenticated, it will not be admitted if another exclusionary rule is applicable. For example, when a document is hearsay, it is inadmissible even if it has been properly authenticated." The Court reasoned that while "the PSA purportedly establishes a trust of Pooled Mortgages, [the] particular mortgage [at issue] was not referenced in the documents filed with SEC ... [and] [t]he Bank did not present sufficient evidence through its witness to admit this unsigned document as its business record. While the witness testified that a mortgage loan schedule,

which listed the subject mortgage, was part of the Bank's business records, the mortgage loan schedule itself does not purport to show that the actual loan was physically transferred. "Because the Mortgagee's witness did not explain "the workings of the PSA or [loan schedule]," and no other document or other evidence showed how the note was transferred to the mortgage pursuant to the PSA, the evidence was insufficient to prove that the note in question "was within the possession of the Bank as Trustee at the time suit was filed." The mortgagee argued that the trial court's ruling should nevertheless be affirmed under the tipsy coachman doctrine, pursuant to which an appellate court may affirm a trial court's ruling. In other words, a trial court's incorrect reasoning may be corrected on appeal for any reason that appears in the record. However, the Court here noted that , in order for the doctrine to apply, "the record must be sufficiently developed to support an alternative theory for affirmance." The Fourth District previously held that there is a "presumption of standing if the note attached to the Complaint was the same as the Note attached to the complaint was the same as the Note introduced at trial." The Appellate Court rejected the mortgagee's argument because "the Note attached to the Complaint was not in the same condition as the original introduced at trial."

**5<sup>th</sup> CAUSE OF ACTION: QUITE TITLE 2005 FLORIDA CODE  
CIVIL PRACTICE AND PRECEDURE QUIETING TITLE  
CHAPTER 65.041, IRS 34.1.1.8.1 (08-11-2004) AND 34.1.5 (08-11-  
2004) AND FLA. STATUE 95.11 NEWLY DISCOVERED  
EVIDENCE AND FRAUD. FEDERAL RULE 60 (B) (2) (4) AND FL.  
R. OF CIV. PROC. 1540. STANDING CAN BE QUESTIONED AT  
ANYTIME FEDERAL RULE 3.1**

The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 15020 South River Dr. Miami Fl. 33167 that Maurice Symonette owns Exhibit 104. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket case# 2007-12407-CA01 first second and third line) which means that even though the Bonafede Notarized Quit Claim Deed was not Recorded which is not required according to Florida Statute 695.01 (2) that Quit Claim Deed was before the fake Lis Pendens done Illegally without a Complaint. And the Second Recorded Quit Claim Deed dated Jan. 18<sup>th</sup> 2013 to Boss Group Ministries Inc. Exh.104. Which was Quit Claimed Deeded Jan. 26<sup>th</sup> 2013 to MAURICE SYMONETTE which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge SCHLESINGER see Docket 2010-61928-CA01 dated

01/13/2015 which by then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statutes 702.01 (A1) (1) which was in a dispute between me and my brothers who the owners of the property but signed it over to Boss Group Ministries Inc. Exh.103. Who had since have done a Bonafede (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh.103. Which means that I Maurice Symonette has a Claim and a Cause of Action against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Case which requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, 65.021 Real estate; removing clouds,-- Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against any person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not



been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its face, or though not Void upon its face, requires Extrinsic Evidence to establish its validity ( Exh.166) and 65.041(3)(4)(3) REAL ESTATE REMOVING CLOUDS; DEFENDANTS. No person not a party to the action is bound by any Judgments rendered adverse to his or her interests, but any judgment favorable to the person inures to that person's benefit to the extent of his or her legal or equitable title. ( Exh.167). Layers claim in number 4 of their Motion to DISMISS that MAURICE SYMONETTES Quite Title Case is Res Judicata, but in the Transcripts of Proceedings of 12/09/19 under Judge VERONICA DIAZ pg.6 line 24-25, pg.8 line3-11 and pg.9 6-8 the Judge VERONICA DIAZ as did all of the other Judges said Symonette is not a Party to the case and did not allow Symonette to Participate in the Trials and was even told that I would have to sue the bank myself to become a party. Line 07/01/15 pg.11 line 13-25 Exh.168. and all of pg.12 lines 12-14 Exh.169, the Bank stated that MAURICE SYMONETTE is a non-party Third-Party Claimant, according to Florida Statute 65.041( Exh.110). This in credulous wicked bank from the beginning of even the 2007 Case never FILED or brought in a copy of the Original Note with the Allonge, the Original Mortgage, or the Assignment of U.S. Bank! We saw Lis Pendens but have never seen the Complaint their 2007-12407-CA01 Complaint of which by Law must have the Certification of the Original Promissory Note to file a Foreclosure action Fl. Statute 702.015(4) If the Plaintiff is in

Possession of the Original promissory note, the Plaintiff must file under penalty of Perjury a certification with the Court, Contemporaneously with the filing of the complaint for Foreclosure, that the Plaintiff is in possession of the original promissory Note. The certification must set forth the location of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the Certification. The Original Note and the Allonges must be filed with the Court before the entry of any Judgement of foreclosure or Judgement on the Note. ( Exh.171) and Fl. Rules 1.115(C) ( Exh.172), and the correct copies of the Mortgage, NOTE, ASSIGNMENT AND ALLONGE ALL TOGETHER attached to the Certificate, Bank of America V. Leonard in the 3DCA. And if the Promissory Note does not name the Plaintiff as Payee the Note must Then bare a special endorsement or Plaintiff must submit evidence of an Assignment, Ortiz v. PNC BANK 3DCA if you look at the Docket of 2007-12407-CA01 Docket Pg.2 line 1-21, against Fl. Stat. 702.015(4) If the Plaintiff is in Possession of the Original promissory Note, the Plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the filing of the Complaint for foreclosure, that the plaintiff is in Possession of the Original promissory Note. The certification must set forth the location of the Note, the name and title of the individual giving the Certification, the name of the person who personally verified such possession, and

the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the certification. The Original Note and Allonges must be filed with the Court before the entry of any Judgement of Foreclosure or Judgement on the Note. And Rule 1.115(C). This is why Judge Isabel was so angry with the Attorneys because she was embarrassed that she did the Judgement before any of the requirements of the Fl. Stat. 702.015 were met thereby endangering even her as a Judge. Services now referred to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with the MIN. Account number 100176105062733202 {M at the bottom of each page of the adjustable rate Note Exh.(173) with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust Exh.(174). The (AFS) Note was sold by (AFS) 9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPONE Expert Witness Exh. (175) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3 now referred to as (USB). So (USB) cannot Foreclose on this (AFS) Note no any of the above stated Defend even Fidelity Strategic Real Return Fund cannot Foreclose because (USB) in 2007 did a Publication to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within 30 days of the

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publication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat.( ) Exh (176) or any Interest in the Note and therefore they have no standing And according to the SEC- FASB GAAP Rules once a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fund and the Note ILLEGALLY. The PSA cannot be used becausin the Edgar report and in the Cupisone report the Axiom loan is not with US Bank. According to Fla. App. Court (4<sup>th</sup> DCA) Holds PSA Insufficient to Prove Foreclosure Standing in an appeal involving an amicus filed by a national Mortgage lending trade association, the District Court of Appeal of the State of Florida, Fourth District, recently reversed a final Judgement of Foreclosure in favor of a Mortgage, holding that the Mortgage failed to prove that it had possession of the Promissory note when the Complaint was filed and thus lacked standing to sue because:

- (a) despite the admission of the Pooling and Servicing Agreement (PSA) into evidence, the
- (b) evidence was still insufficient to show that the loan was physically transferred; and
- (c) there were discrepancies between the copy of the note attached to the Complaint and the original introduced in evidence at trial.

During the trial, the Plaintiff Mortgage tried to prove that it Possessed the Note when the Complaint was filed by offering the PSA into evidence over the

borrowers' hearsay objection. The trial judge admitted the PSA into evidence as a self-authenticating document pursuant to section 90.902 of the Florida Evidence Code because it had been filed with the Securities and Exchange Commission (SEC). The trial court then entered a final judgment of Foreclosure in the Mortgagee's favor, from which the borrowers appealed. On Appeal the Fourth District explained that just because the PSA was self-authenticating didn't mean it was admissible, citing Charles Ehrhardt's Florida Evidence hornbook: "Even after a document is Authenticated, it will not be admitted if another exclusionary rule is applicable. For example, when a document is hearsay, it is inadmissible even if it has been properly authenticated." The Court reasoned that while "the PSA purportedly establishes a trust of Pooled Mortgages, [the] particular mortgage [at issue] was not referenced in the documents filed with SEC ... [and] [t]he Bank did not present sufficient evidence through its witness to admit this unsigned document as its business record. While the witness testified that a mortgage loan schedule, which listed the subject mortgage, was part of the Bank's business records, the mortgage loan schedule itself does not purport to show that the actual loan was physically transferred." Because the Mortgagee's witness did not explain "the workings of the PSA or [loan schedule]," and no other document or other evidence showed how the note was transferred to the mortgage pursuant to the PSA, the evidence was insufficient to prove that the note in question "was within the possession of the Bank as Trustee at the time suit was filed." The mortgagee argued that the trial court's ruling should nevertheless be affirmed under the tipsy

coachman doctrine, pursuant to which an appellate court may affirm a trial court's ruling. In other words, a trial court's incorrect reasoning may be corrected on appeal for any reason that appears in the record. However, the Court here noted that in order for the doctrine to apply, "the record must be sufficiently developed to support an alternative theory for affirmance." The Fourth District previously held that there is a "presumption of standing if the note attached to the Complaint was the same as the note attached to the complaint was the same as the note introduced at trial." The Appellate Court rejected the mortgagee's argument because "the note attached to the Complaint was not in the same condition as the original introduced at trial. And this Allonge, Exh. 19. was signed by the Assistant Secretary in Violation of Fl. Stat. 692.01 which says only the President, Vice President or the Chief Executive Officer can sign an Allonge and no Secretary can ever sign an Allonge Fl. Stat. 692.101 (3) (4) but this illegal Allonge is signed by the Assistant Secretary WOW US BANK has absolutely NO STANDIND theses Pirates are just Stealing with the HELP of the Paid off Judges.

**6<sup>TH</sup> CAUSE OF ACTION: KEEPING NOTE ACTIVE FOR FAKE  
FORCLOSURE AFTER NOTE IS SOLD ON THE MARKET AND  
DESTROYED AS GOVERED BY THE SEC AND THE US DEP. OF  
THE TREASURY IN VIOLATION OF GAAP FASB FAS THE  
FEDERAL 2CFR SECTION 200.49**

This is what I'm Quieting the Title against the SEC, Fannie Mae and the Treasury for. The Federal GAAP FASB FAS 140 Rule says that when a NOTE is sold on the market as a security, the Note must be burned and destroyed and can never be as a foreclosure instrument because that is SEC Fraud because the IRS has written the destroyed loss off, then the insurance paid the loss off and then sold it on the market. The NOTE was also separated from the mortgage when the original Promissory NOTE was not recorded along with Mortgage at the County level. Additionally, the Mortgage was separated from the Note when the loan was bundled together with hundreds or thousands of other loans to create municipal bond funds, in order to sell and trade on Wall Street. When the Original

Note was bundled it was destroyed and given a number to prevent others from double-dipping, that is, to prevent others from reselling the promissory Note again. By learning this information, the original wet blue ink promissory Note can not be produced, because it was destroyed when it was bundled together and put into a securitized loan trust to sell and trade on wall street. To separate the NOTE from the mortgage is to collapse the trust. See *Carpenter v. Longan*, 83 U.S. at 274 (finding that an assignment of the Mortgage without the Note is a nullity); Landmark Nat'l Bank v. Kesler, 216 P. 3d 158, 166-67 (Kan.2009) ("In the Event that a mortgage loan somehow separates interest of the Note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable"). See also 37 Fla. Jur. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage). "The mortgage follows the note. An assignment of the Note carries the mortgage with it, while an assignment of the later alone is a nullity." *Capitol Investors Co. vs. Executors of the Estate of Morison*, 484 F.2d 1157, 1163n. "When a note is secured by a mortgage is assigned, the mortgage follows the note into



the hands of the mortgagee. "In other words, the note is held and owned by the certificate holders of trust, and the mortgage follows the Note.

**7<sup>th</sup> CAUSE OF ACTION DAMAGES AND DECLARATORY  
RELIEF PURSUANT TO FANNIE MAE, AND US BANKS, THE  
OTHER ENTITIES IN VIOLATION OF FEDERAL CODE 18 U.S.C.  
1962 AND 18 U.S.C. 1964, 18 U.S.C. 1961 (B) SECTION 201, AS TO  
BRIBING JUDGES**

US Bank does not have an Allonge Signed by the President, Vice President or the Executive Director in Violation of Fl. Stat. 692. (3) and (4). And no Secretary can sign an Allonge which is an Assignment to Convey Property Fl. Stat.692.101 (3) and (4). And yet the Allonge (Assignment to the Promissory Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to Fl. Stat. 692.101 (3) and (4) And the

Homecomings Assignment US Bank this is the wrong Bank, Exh.(112 ) (113). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (11) and the Docket dated April 6<sup>th</sup> 2009 Exh (1 ).and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the Conspiring Lawyers and the Clerk of the Court Harvey Ruvin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge we have never had a Hearing with before but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Manno Schurr with her \$995,000,00 Conflict of Interest, with GMAC, Exh. (114), which is US Bank, Exh. ( 115). She said she did not sign that Order of Dismissal Without Prejudice and after the taped Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of BlancRome and Brock and Stock "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (116). (four Affidavits). And then two days later Judge Schurr Recused herself off the Case, Exh. (100) which by Law the Case must RETURN AND REVERT BACK TO THE ORIGINAL

JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (11).  
NOW PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE.  
AND FRAUD AND CONSTRUCTIVE CONSPIRACY OF JUDGES  
BEING PAID (CONFLICT OF INTEREST) BY U.S. BANK TO RULE  
IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION  
OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of Civ. Proc.  
1540 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME  
FEDERAL RULE 3.1 AND BECAUSE 131 FEDERAL JUDGES  
WERE CAUGHT WITH CONFLICTS OF INTEREST THE  
REMEDY PERSCRIBED WAS THAT YOU CAN RESTART  
YOUR CASE THE 131 JUDGES EFFECTING 685 CASES  
NATIONWIDE CAUGHT IN THE NET OF \$ CONFLICT OF  
INTEREST CASES, GOOGLE THIS (SEE URL):

[HTTPS://WWW.WSJ.COM/ARTICLES/131-FEDERAL-JUDGES-  
BROKE-THE-LAW-BY-HEARING-CASES-WHERE-THEY-HAD-  
A-FINANCIAL-INTEREST-11632834421](https://www.wsj.com/articles/131-federal-judges-broke-the-law-by-hearing-cases-where-they-had-a-financial-interest-11632834421)).

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This is total Fraud, MERS and US Bank is breaking all Laws to take our property because I as Blacks for Trump have been treated bad with BLACK MEGA Discrimination because of me helping Republicans from BUSH, SCOTT TO TRUMP. Newly discovered evidence and fraud.

**8<sup>TH</sup> CAUSE OF ACTION VIOLATION OF RESPA 12 U.S.C. 2605  
(e) (1) (B) QUALIFIED WRITTEN REQUEST (QWR) TILA LAWS  
AND IN VIOLATION OF THE ILLEGAL CONSUME  
COLLECTION IN VIOLATION OF FDCPA, 15 U.S.C. §1692a(3),  
15 U.S.C. §1692a(5) AND FLA. STAT. §559.55 BY NOT**

**HONORING THE (QWR) REQUEST**

Because in the 2007 Case# 2007-12407-CA01 MACK WELLS did a QWR Exh.( ) Request for proof of ownership of the Note because US Bank never filed a Complaint in the beginning of the Case see the first page of the Docket and never brought in the Note, the Allonge, the Mortgage or the Assignment and when we requested the Documents they would never bring them in for 2 years and the Judge Sara Zabel being

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frustrated and angry dismissed the Case with Prejudice Exh.11 and in the 2010 Case they brought in an Allonge with an assistant Secretary signing it and an Assignment with the wrong Bank and did a whole Exhibit List. Exh. (201) with the amounts due and owing and all of the fake proof that we missed payments all based on the Homecomings Note, (202) Exh. the only problem is we never signed with Homecomings we signed with Axiom Bank, Exh. (NOTE AND MORTGAGE 204 AND 205) And all of our Axiom Bank payments were Paid and never Late Exh. 94.

**9<sup>TH</sup> CAUSE OF ACTION BANKRUPTCY VIOLATION WHAT THE CLERKS DID: INTERFERING WITH FILING BANKRUPTCY**

There was interference at the Court house when we were trying to file our Bankruptcy, we were told that at the Stephen P. Clark building on the 12<sup>th</sup> floor we were in the wrong building to bring Bankruptcy papers in, to stop the Sale on any house however there was a Woman standing right beside us who was Filing her Bankruptcy papers and not only this there were actual signs in the room where we were at that said File your Bankruptcy here. Also took my 2million yacht while in Bankruptcy. Exh. (179) and see gods2.com vid. #40. immediately beneath the signature of such person and the postoffice address of each such person is legibly printed, typewritten, or stamped upon such instrument

in violation of F.S. 695.01 (1) AND F.S. 695.26 (1) (a) and F.S. 494.0075 (5) and F.S. 701.02(1)(2)(3) **Exh. 178. And on ( ) date Mack Filed Bankruptcy and they refused to stop the sale of the house in Violation of the Federal Stay Causing Mack Wells to get Sick. And the house was pillaged, property was taken out until the Judge reversed it, Exh. ( )**

**10<sup>th</sup> CAUSE OF ACTION DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE, U.S. BANKS AND ALL OF THE OTHER ENTITIES DID BRIBE IN VIOLATION OF FED. 923. 18 U.S.C. ss 371 FRAUD CONSPIRACY AND 18 U.S.C. 1964, 18 U.S.C. 1961 (B) SECTION 201, AS TO BRIBING JUDGES.**

Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the predicate acts that are itemized in the Constructive Conspiracy laws at 18 U.S.C. § 1961(1) (A) Bribery of Judges by the Banks in Constructive Conspiracy to steal property and (B) **Sections 1028 as**

to **Fraud and the stealing of property** 18 U.S.C. § 1961(1) (B) **Section 1344, Financial Institution Fraud**, 18 U.S.C. § 1961 (1) (B) **Section 1952, Racketeering 1957 and** 18 U.S.C. § 1961(1) (B) **Section 1028 Identification Fraud and Fraudulent Documents** and did so in Violation of the CONSTRUCTIVE FRAUD Code 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants, DADE COUNTY, CLERK OF THE COURTS, DADE COUNTY RECORDS NOTARY'S, DADE COUNTY with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the Constructive Conspiracy law at 18 U.S.C. 1962(b) *supra*. At all times herein, Defendants, on their own behalf, and on behalf of the co-defendants and each of them Conspired with remaining Defendants, to interfere with the quiet enjoyment of Plaintiffs home and steal the equity in the Plaintiff's home through the use of sham pleadings, manufactured "evidence" such as fraudulent AFFIDAVITS, MORTGAGES, ASSIGNMENTS, NOTARYS in a civil court action in order to

fraudulently obtain a Judgment of Foreclosure US Bank does not have an Allonge Signed by the President, Vice President or the Chief Executive Officer in Violation of Fl. Stat. 692. (3) and (4). And no Secretary can sign an Allonge which is an Assignment to Convey Property Fl. Stat.692.101 (3) and (4). And yet the Allonge (Assignment to the Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to Fl. Stat. 692.101 (3) and (4) And the Homecomings Assignment US Bank this is the wrong Bank, Exh.(180 ) (181 ). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (182) and the Docket dated April 6<sup>th</sup> 2009 Exh (183).and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the Conspiring Lawyers and the Clerk of the Court Harvey Ruvin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge we have never had a Hearing with before but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Manno Schurr with her \$995,000,00 Conflict of Interest, with GMAC, Exh. (184), which is US Bank, Exh. (185). She said she did



not sign that Order of Dismissal Without Prejudice and after the taped Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of BlancRome. "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (186). (four Affidavits). And then two days later Judge Schurr Recused herself off the Case, Exh. (187) which by Law the Case must RETURN AND REVERTED CASE BACK TO THE ORIGINAL JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (188). NOW THE PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE. AND FRAUD AND RICO CONSPIRACY OF JUDGES BEING PAID (CONFLICT OF INTEREST) BY US BANK TO RULE IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of Civ. Proc. 1540 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.1

**11<sup>th</sup> CAUSE OF ACTION: WRONGFUL FORECLOSURE DUE TO  
UNSIGNED MORTGAGE NOTE IN VIN VIOLATION OF**

**FL. STAT. 695.14**

This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable relief, and for compensatory, special, general and punitive damages. Because MERS never got a legal Allonge from U.S. Bank because there was no Leroy William's Allonge or Assignment and never existed. So Axiom Bank did not Assign the mortgage to U.S. Bank Which shows that this EVICTION is ILLEGAL THEFT OF THIS PROPERTY. So we the Plaintiff, homeowners, dispute the Title and ownership of the real property in question (the "Home"), which is the subject of this action, in that the originating mortgage lender, and others alleged to have ownership of Plaintiff's mortgage note and/or Deed of Trust, have unlawfully assigned and/or transferred their ownership and security interest in Promissory Note and Deed of Trust related to the Property, and, thus, do not have a lawful ownership or a security interest in Plaintiffs Home which is described in detail herein For fraud, Intentional infliction of emotional distress, rescission, declaratory relief based, on Violations of T.I.L.A. and R.E.S.P.A., upon the facts and circumstances surrounding Plaintiffs original loan by Leroy Williams that was quit claimed , Exh. 112. Transaction and subsequent securitization. Defendant's Violations of these laws are additional reasons this Court must quiet title in Plaintiffs property and award damages,

rescission, declaratory judgment, and injunctive relief as requested below.

**12<sup>th</sup> CAUSE OF ACTION: VIOLATION OF THE 14<sup>TH</sup> AMENDMENT AND THE CIVIL RIGHTS ACT OF 1964 THAT PROHIBITS DISCRIMINATION AND DEPREVIATION OF RIGHTS UNDER COLOR OF LAW! TITLE 18 U.S.C. SECTION 242**

After judges fail to steal homes for banks, banks have paid Commissioner Rene Garcia to help them! Commissioner Rene Garcia Sponsored Racist Legislation called Building and Unsafe Structure Legislation #220166” discriminately to help the Bankster’s Steal Black People’s Home like me. And like the Discriminating Racist he is they only Black used that legislation on Black (me)! On Easter April 17th, 2022 Dade County Compliance came into my property without a Search Warrant or the required Brake Order from the County Manager and kicked in the bedroom doors with the police pointing guns had us kicked out the house at gun point and told us they were Seizing the house because it was an unsafe structure and turned off all power to the Property with a sick elderly person in the house in violation of Fl. Stat.

366.15 (1) (2) under this Practicing racist discrimination with his Legislation to make it legal to steal homes from us Minorities while getting paid by U.S. Bank another illegal Conflict of Interest which is evil and outrageous!!! **Because in Commissioner Garcia's 2012**, Exh. 145. Until today Form 6 Affidavits Oath from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on Part C. Liabilities section lines 6 that he got \$120,000.00 and on line 8 he got \$11,000.00 from Ally which is GMAC, Exh. 117. Which is the Servicer and Owner of U.S. Bank and HOMECOMINGS, Exh. (118). And GMAC is the owner of HOMECOMINGS, Exh. 119. And in Commissioner Garcia's 2021 Form 6 Affidavit Oath from Tallahassee Called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on line 3 that Garcia got \$40,000.00 from Chase Bank which is U.S. Bancorp, Exh. 24. And U.S. Bancorp is U.S. Bank, Exh.14. **And in Commissioner Garcia's 2021 Form 6 Affidavits Oath** from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 5. That Garcia got \$23,000.00 from Navient Bank which is JP Morgan Chase Bank, Exh.66 and 122. And JP Morgan is U.S. Bancorp, Exh.24, 25. And U.S. Bancorp is U.S. Bank, Exh.14 and

47 and Exh.157 and 158. **And in Commissioner Garcia 's 2021 Form 6 Affidavits Oath** from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 6 that Garcia got \$118,000.00 from First Bank which is U.S. Bancorp, Exh. 123 and U.S. Bancorp us U.S. Bank, Exh. 14. All these CONFLICTS OF INTEREST and all the money he's making is from the same GMAC-U.S. Bank who tried to Foreclose on us under Mack Wells, Exh. 124, 125 and 126. But failed and after failing to Foreclose U.S. Bank's Conspirator Money Partner Commissioner Rene Garcia. Sponsored a new Legislation called "building and unsafe structure Legislation #220166" To use Code Compliance Officers and Police Officers to illegally search and SEIZE the Whole Property without a Warrant or a Brake Order or the Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection the Code Compliance Officers and then after illegally Search and SEIZING the Whole Property the Police gave a Fake Warrant that shows no time that the Warrant was issued, no Judge's name, no Case Number, no Doc Stamp, no Certified Stamp and on that Fake Warrant it never Mentioned that Code Compliance could Search and or Seize they just came in the House and

Property and announced they have Seized our House for Unsafe Structure. But until this day we have gone to their Office almost every day to check and they don't have an Inspection Report yet, all under this new Unsafe Structure Legislation by Commissioner Garcia who has got this great Conflict of Interest to help U.S. Bank take our house under Color of Law in Violation of their own Code Ordinance Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection (F) (2) (D) from Dade County! The plaintiff have not provided a "bill of particulars". The purpose of a bill of particulars is to "minimize surprise at trial," according to the U.S. 11th Circuit Court of Appeals, which oversees federal criminal trials here in Florida. This process also ensures the government does not try to retry the defendant later for the same basic offense. The Plaintiff has not provided a "motion for more definite statement" which is the modern equivalent of a bill of particulars The plaintiff has not bonded the case. (form 274 and form 275 for state cases) performance BOND and indemnity BOND The plaintiff HAS caused and exceeded three (3) injuries against the defendant.

1. The defendant was informed that the signing of certain documents would

2. lead to the allotment of financial resources for acquiring the property under question. 2. The plaintiff has failed to remit Federal Taxes as per the requisite regulations. The original note (Loan Application) and Plaintiff (BANK) opened an unauthorized account in the name of the defendant(s)

3..for the full amount of said property without defendants knowledge and funded an unauthorized account in the plaintiff's name. Which is fraud.

4. Plaintiff Bank sold original note (Loan Application) which is what paid for said property in full via FED-WIRE. Yet the defendant (Buyer) was not given any consideration. The buyer takes on the role of creditor when they make the payment for their home using a promissory original note, in this case being the LOAN APPLICATION. This is to ensure that the seller receives payment IN FULL. Such knowledge was never disclosed to the (DEFENDANT) buyer. More proof of this evidence and treason is the fact that banks can NOT lead money, only congress can write letters of marque and letters of credit. Official representatives of said banks including the perpetrators involved now risk being named in this TAX matter. Upon notification, the Internal Revenue Service will

wish to determine the whereabouts of the principal funds from the initial loan agreement (LOAD APPLICATION) that have been held back (SPENT) and not reported.

**13<sup>TH</sup> CAUSE OF ACTION VIOLATION OF THE 1958  
FOREIGNS AGENTS REGISTRATION ACT F.A.R.A.  
FEDERAL RESERVE FOREIGN BANKING LAWS**

- In the 1958 Federal Reserve Board ruling “Bank Holding Companies”, (i.e. U.S. Bank and Wells Fargo), and National Banking
- U.S. Bank is owned by China through the China Investment Corporation, Exh. 172-175 Regulated by FARA and can’t Foreclose in State Court only in Federal Court
- Associations, are not permitted to invest in, nor own a “mortgage company” that deals directly with the general public. Additionally, the Board clarified that “banking activities—such as receiving deposits, paying checks, extending credit, conducting a “trust department”, finding investors to purchase mortgage loans from the bank and seeking to have



- such investors contract with the bank for the servicing of such loans, and the like, are financial in nature, restricted to member bank “branch banking” 12 U.S.C. 615, outside the United States. Permissible activities for “loan servicers” other than member bank transaction are “auditing, appraising, investment counseling” and “advertising, public relations, developing new business, organization, operations, preparing tax returns, and personnel,” subject to 12 U.S.C. 1843, outside the United States.

### SOURCE

12 C.F.R. § 225.122 Bank holding company ownership of mortgage companies...[ ]. “The two exceptions principally involved in the question presented are with respect to (1) stock that is eligible for investment by a national bank (section 4(c)(5) of the Act) and (2) shares of a company “furnishing services to or “performing services” for such bank holding company or its banking subsidiaries” (section 4(c)(1)(C) of the Act)....[ ]. There is no specific statutory provision authorizing a national bank to purchase stock in a “mortgage company”, and in the Board's view such purchase may “not” properly be regarded as authorized under the “incidental powers” clause....[ ]. The basic purpose of section 4 of the

Act is to confine a bank holding company's activities to the “management” and “control” of banks....[ ]..the Board has concluded that the appropriate test for determining whether a mortgage company may be considered as within the servicing exemption is whether the company will perform as principal any “banking activities”—such as receiving deposits, paying checks, extending credit, conducting a “trust department”, and the like. In other words, if the mortgage company is to act merely as an adjunct to a bank for the purpose of facilitating the “banks operations”, the company may appropriately be considered as within the scope of the servicing exemption....[ ]..On the other hand, in the Board's view, a bank holding company may not acquire, on the basis of the servicing exemption, a mortgage company whose functions include such activities as extending credit for its own account, arranging interim financing, entering into mortgage service contracts on a fee basis, or otherwise performing functions other than solely on behalf of a bank....[ ]..The 1933 enactment of 12 U.S.C. 335, 12 U.S.C. 371d, prohibit any “financial transaction,” or investment, other than a “member bank transaction.” Subject: No jurisdiction .. No investment in “private residential real property” in the United States, 12 C.F.R. 1500, no deposit taking

from an American citizen, 12 U.S.C. 378, 12 U.S.C. 1862, 12 U.S.C. 3102, no foreclosure of "private residential real property" in the United States, 12 C.F.R. 225.28, no 'liens' on real property in the United States 12 C.F.R. 211.4, no banking in the United States Public Law 89-485 section 3, no real estate loans in the United States, Public law 89-485 section 6(h), 12 U.S.C 29, 12 U.S.C. 375 b. no branching in the United States 12 U.S.C. 36, extension of credit has to be secured by a collateral deposit of 100% in cash 12 C.F.R. 215, no home loans to individuals HOLA of 1933, no securities or hedge fund investment in the United States 12 U.S.C. 1850, no credit intermediaries in the United States 12 C.F.R. 225.28, no bank holding companies in the United States, 12 U.S.C. 1843, no savings and loan associations in the United States 12 C.F.R. 225.28, no student loans from an Industrial Loan company, (Sallie Mae), 12 C.F.R. 225.28, no housing loans in the United States, 12 U.S.C. 1432b, no evictions from private residential real property in the United States under HUD, (Overseas Private Investment Corporation) 22 U.S.C. 2183, no state court proceedings 12 U.S.C. 632, the real party of interest is the Bank for International Settlement, Rothschild owned 12 U.S.C. 3105; 12 CFR Part 1500 – MERCHANT BANKING INVESTMENTS- Authority: 12 U.S.C. 1843(k). All attorneys working for US Bank must have a foreign agents License which is what we are requesting right now (foreign agent License F.A.R.A.) from their Attorneys. U.S. Bank, the CIC and their Attorneys are breaking all the law especially against our property 15020 South R. Dr. Miami Fl. 33167. U.S BANK VS MACK WELLS 2010-61928-CA01 DADE COUNTY FL.

**14<sup>th</sup> CAUSE OF ACTION TURNING OF ELECTRICAL  
POWER TO A DISABLED PERSON IN NEED OF OXYGEN IN  
VIOLATION OF FL. STAT. 366.15 (1) (2) APRIL, 22<sup>ND</sup> 2023  
  
FLORIDA POWER AND LIGHT**

(FPL) Was Ordered By Rene Garcia's New Legislation of Unsafe Structures #220166 To Turn Off The Power To The House Because They Were Going To Demolish It In Violation of Fl. Stat. 366.15 (1) (2) Which Says You Cannot Turn Off The Power To A House To A Disabled Person Who Needs Oxygen Yet They Did It Anyway And Almost Killed Mack Wells Who Had To Go To The Hospital Because He Could Not Breath See Gods2.Com Vid. H.

**15<sup>th</sup> CAUSE OF ACTION: THE CONSPIRING LAWYERS: NEVER  
BROUGHT IN NOTE, ALLONGE, MORTGAGE OR ASSIGNMENT  
BECAUSE THEY DON'T HAVE IT, IN VIOLATION OF FL. STAT. 702.015**

Judge ZABEL PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and ZABEL Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure Sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the Sale anyway against Judge ZABEL'S Order so we had to rush back to the Court to get an Emergency hearing to tell Judge ZABEL that the LAWYERS and the Clerk did the SALE anyway against her Order and the Judge was very upset and ordered the Attorneys For US BANK NA to do a Motion to Cancel the sale. And then the Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL was now in the Position to get in Trouble for doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is Required by Florida Statute 702.015 (4), in other words these Clowns were just Illegally going to take our property but got Caught! Judge ZABEL Ordered the Atty's to go get the Docs. That they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not do so therefore we put in a Motion to Dismiss with Prejudice we went back and forth with the Judge and the Banks Attorneys but they would not follow the Judge SARAH I. ZABEL's Order to bring in the Note and Order and therefore judge ZABEL Dismissed the Case with Prejudice, Exh.177. – the tenth

line of the 2007 Called Case Number 2007-12407-CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007. Of that same Docket!! immediately beneath the signature of such person and the post- office address of each such person is legibly printed, typewritten, or stamped upon such instrument in violation of F.S. 695.01 (1) AND F.S. 695.26 (1) (a) and F.S. 494. 0075 (5) and F.S. 701.02(1)(2)(3) **Exh.178.**

**WHEREFORE PLAINTIFFS PRAY AS TO ALL DEFENDANTS**

WHEREFORE Plaintiff prays that this honorable Court award her damages for the claims set forth herein including litigation fees and costs. on April 23, 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of

CONSTRUCTIVE FRAUD AXIOMATICALLY the predicate acts that are itemized in the CONSTRUCTIVE FRAUD laws at 18 U.S.C. §§ 1961 (1)(A) and (B), and did so in Violation of the AXIOMATI CONSTRUCTIVE FRAUD law at 18 U.S.C. 1962(b) (Prohibited

activities). Plaintiff further alleges that Defendants, U.S. BANK, THE JUDGES, LAWYERS, CLERKS, COMMIONERS AND OTHER OFFICIALS on their own behalf, and on behalf of the Co- Defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit CONSTUCTIVE FRAUD itemized above in a manner which they calculated and threat of premeditated intentionally to threaten continuity, i.e. a continuing their respective racketeering activities, also in violation of the CONSTUCTIVE FRAUD RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein, defendants, on their own behalf, and on behalf of the co-defendants, and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs home; steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured “evidence” such as fraudulent affidavits in a civil court action in order to fraudulently obtain a judgment of foreclosure, Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the Co-Defendants

Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing of evidence in the record providing a basis for recovery of such damages. Plaintiff will have no other Plain, speedy or adequate remedy than the injunctive relief prayed for below is necessary' and appropriate at this time to prevent irreparable loss to plaintiff. Plaintiff has suffered and will continue to suffer in the future unless defendants wrongful conduct is restrained and enjoined because real property is inherently unique it will be impossible for Plaintiff to determine the precise amount of damage it will suffer. MEMORANDUM OF LAW The Defendants maintains timely Constitutional due process civil rights for Florida Rule 2.160 (H) and Federal Rule 60 Relief to close this case with the original Dismissal with Prejudice in our THE PLAINTIFFS Favor who were the Defendants fake foreclosure Plot with the requirement of Valerie Schurr Recusal based on exposed financial conflicts of interests Fla. Stat.112.312 (8)(9): Rule 2.160 (H) and FRCP Rule 60, relief from




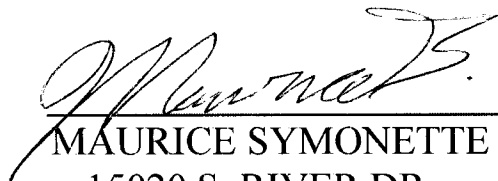
Judgment or Order and to Vacate her Order. There is to be no conflict of interest with the Judge and the Plaintiff against DEFENDANTS. LIKE 3. Fraud whether previously called intrinsic or extrinsic, misrepresentation or misconduct by an Opposing party A Judge is expected to Recuse herself according to Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and pursuant to 28 U.S.C. § 455 Under § 455(a), Recusal is mandatory in “any proceeding in which Judge’s impartiality might reasonably be questioned.” Under Fla. Code Jud. Conduct, Canon 3E (1) and § 455(b), a judge is expected to disqualify herself whenever any of the five statutorily prescribed criteria can be shown to exist in fact; even if no motion or affidavit seeking such relief has been filed, and regardless of whether a reasonable person would question the judge’s impartiality. Fla. Code Jud. Conduct, Canon 3E(1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Section 455(b) he shall also disqualify himself in the following circumstances. REQUIRED RELIEF Pursuant to Fla. Code Jud. Conduct, Canon 348 (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Federal Rules of Civil Procedure Rule 60, Plaintiff requires Relief from the June. Final judgment Order Exh. (193). based upon the stated facts, just terms, cited

misconduct, Rule 60 grounds and newly discovered banking real estate fraud by court officers. Said Reopening Relief would require the vacating of his order and Recusal of Judge Valerie Schurr from this and any future related U.S. BANK banking real estate cases in this District. The Dismissal Order Relief also requires that all parties be reinstated to their prior positions in this action (Dismissal with Prejudice) requiring Clerk issuance of Summons upon the Defendants and allow the filing of a Motion to dismiss the Final Judgment for cause, grounds and reasons stated herein filed.

***This will be a very famous Case because it goes along with MATT. 24:12 when Jesus beat the money changers (Bankers ) out of the Temple and said this will no longer be a Temple of Money Changers ( Bankers) Thieves and Robbers (Lawyers) but this will be the Temple of Prayer. Biblically the Temple was the Government Center wherein the Elders the Priest and the Judges received ties and offerings and received complaints from the Citizens wherein the Judges reside over those Complaints and***

*every Complaint ended with my "Prayer is," "My prayer is that because they did this, they have to give me that" so we're going to stop the Banksters from stealing our Property with our Complaints to the higher Judges (Federal Judges) so I pray that you as Judge recognizing that you have made money with these will recuse yourself and not allow these Lawyers to trick you into being one of those to take the fall like Judge Valerie Manno Shurr and Judge Vivianne Del Rio who got smart and got out the way so must you according to Federal Rule of civil procedure 60 and Fl. Rule of Civil procedures 2.160 (H) (I)(J)*

  
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